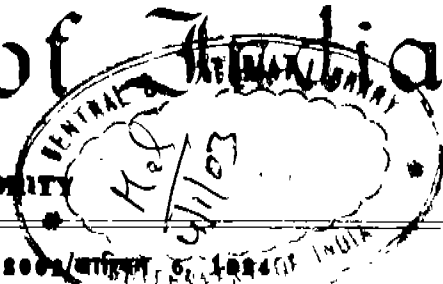


# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY



सं. 39 ]

नई दिल्ली, शनिवार, सितम्बर 28, 2002/आश्विन 6, 1924

No. 39 ]

NEW DELHI, SATURDAY, SEPTEMBER 28, 2002/ASVINA 6, 1924

इस भाग में दिये गये सूचका की जाती है जिससे कि यह सूचका संकलन के रूप में  
रखा जा सके

Separate paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)  
PART II—Section 3—Sub-Section (II)

राज्य सरकार के विभागों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सार्वजनिक अधिसूचनाएँ और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(पेंशन और पेंशनभोगी कल्याण विभाग)

शुद्धि पत्र

नई दिल्ली, 13 सितम्बर, 2002

क्रा.आ. 3055:—कार्मिक, लोक शिकायत तथा पेंशन  
मंत्रालय, पेंशन तथा पेंशनभोगी कल्याण विभाग की दिनांक  
27 जुलाई, 2001 की अधिसूचना सं. 1/19/96-पी.  
एण्ड पी. डब्ल्यू. (ई.) जो भारत के राजपत्र (असाधारण)  
के भाग-II खण्ड-3, उपखण्ड (ii) में दिनांक 27 जुलाई,  
2001 को प्रकाशित हुई, के हिन्दी अनुवाद के खण्ड (2)  
के उपबंध में दी हुई संख्या "1975" के स्थान पर "1995"  
पढ़ा जाए।

[सं. 1/19/96-पी.एण्ड पी. डब्ल्यू. (ई.)]

सुकार सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC  
GRIEVANCES AND PENSIONS

(Department of Pension and Pensioners' Welfare)

CORRIGENDUM

New Delhi, the 13th September, 2002

S.O. 3055.—In the Ministry of Personnel, Public  
Grievances and Pensions, Department of Pension  
and Pensioners' Welfare Notification No. 1/19/96-  
P&PW (E) dated the 27th July, 2001, which was  
published in Part II, Section 3, Sub-Section (ii) of  
the Gazette of India (Extraordinary) dated the 27th  
July, 2001, in the Hindi version, in Clause (2) the  
existing figures "1975" occurring in the proviso shall  
be read as "1995".

[No. 1/19/96-P&PW(E)]

SUKAR SINGH, Under Secy.

(कामिक और प्रशिक्षण विभाग)

नई दिल्ली, 18 सितम्बर, 2002

नई दिल्ली, 18 सितम्बर, 2002

का.आ. 3056.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मिजोरम राज्य सरकार के गृह विभाग की अधिसूचना सं. डी. 32019/5/99-एच.एम.पी. दिनांक 1 जून, 1999 द्वारा प्राप्त मिजोरम राज्य सरकार की सहमति से आइजोल पुलिस स्टेशन मामले सं. 85/99 दिनांक 5-2-1999 का भारतीय दंड संहिता 1860 की धारा 420 और 380 तथा बांग्लाकान पुलिस स्टेशन मामले सं. 65/99 दिनांक 6-2-1999 का भारतीय दंड संहिता की धारा 468, 471 और 420 के अधीन अपराधों और उपर्युक्त अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण मिजोरम राज्य पर करती है।

[सं. 228/40/2002-ए.वी.डी.-II]

शुभा ठाकुर, अवर सचिव

(Department of Personnel &amp; Training)

New Delhi, the 18th September, 2002.

S.O. 3056.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Mizoram, Home Department vide Notification No. D-32019/5/99-HMP dated 1st June, 1999, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Mizoram for investigation of Aizawl Police Station Case No. 85/99 dated 5-2-1999 under section 420 and 380 of the Indian Penal Code, 1860 and Bawngkawn Police Station Case No. 65/99, dt. 6-2-99 under sections 468, 471 and 420 of the Indian Penal Code, an attempt, abetments and conspiracies in relation to or in connection with offences mentioned above and any other offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/40/2002-AVD-II]

SUBHA THAKUR, Under Secy.

का.आ. 3057.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एच.डी. 63 पीसीआर 2002 दिनांक 11-04-2002 द्वारा कर्नाटक राज्य सरकार की सहमति से सर्वश्री (1) के.वी. रामा रेड्डी, स्टोर कीपर-सह-सहायक ग्रेड-2, नेशनल सीड्स कॉर्पोरेशन लि., एरिया ऑफिस हसन (2) जी.अंसार पार्शा, एरिया मैनेजर, एरिया ऑफिस, नेशनल सीड्स कॉर्पोरेशन लि., हसन एवं किन्हीं अन्य लोकसेवकों अथवा व्यक्तियों के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120-बी और भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13 (2) सहपठित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/60/2002-ए.वी.डी.-II]

शुभा ठाकुर, अवर सचिव

New Delhi, the 18th September, 2002

S.O. 3057.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD. 63 PCR 2002 dated 11-4-2002 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences against S/Sh. (1) K. V. Rama Reddy, Store Keeper-cum-Assistant Gr. II, National Seeds Corporation Limited, Area Office Hassan (2) G. Ansar Parsha, Area Manager, Area Office, National Seeds Corporation Limited Hassan and any other public servant or persons punishable under section 120-B read with 420 of Indian Penal Code, 1860 and action 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 and attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence and offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/60/2002-AVD-III]

SHUBHA THAKUR, Under Secy.

वित्त एवं कम्पनी कार्य मंत्रालय

नई दिल्ली, 11 सितम्बर, 2002

(राजस्व विभाग)

(आयकर)

सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय

कोयम्बतूर, 11 जून, 2002

संख्या 3/2002 सीमा शुल्क (एन.टी.)

का.आ.3058—सीमा शुल्क अधिनियम, 1962 की धारा 152 खंड (ए) के अन्तर्गत भारत सरकार वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के दिनांक 1 जुलाई, 1994 के अधिसूचना संख्या 33/94—सीमा शुल्क (एन.टी.) के अधीन अधोहस्ताक्षरी को प्रत्यायोजित शक्तियों का प्रयोग करते हुए मैं, पी. के. सिरौही, आयुक्त, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क कोयम्बतूर एतद्वारा तमिलनाडु राज्य कोयम्बतूर जिला पल्लडम तालूक के मयिलमपट्टी ग्राम को सीमा शुल्क अधिनियम, 1962 की धारा 9 के अन्तर्गत 100% निर्यात-तन्मुख एकक (ई.ओ.यु.) के गठन के उद्देश्य से भाण्डाग्रण स्टेशन के रूप में घोषित करता हूँ। जैसा कि वाणिज्य मंत्रालय मद्रास निर्यात प्रक्रिया क्षेत्र, चुन्नई द्वारा अनुमोदित है।

[फाइल सं. VIII/40/5/2002—सीमा शुल्क नीति]

पी. के. सिरौही, आयुक्त

MINISTRY OF FINANCE AND COMPANY  
AFFAIRS

(Department of Revenue)

OFFICE OF THE COMMISSIONER OF  
CUSTOMS AND CENTRAL EXCISE

Coimbatore, the 11th June, 2002

No. 3/2002 CUSTOMS (NT)

S.O. 3058.—In exercise of the powers delegated to the undersigned vide Notification No. 33/94-Cus(NT) dated the 1st July, 1994 by the Government of India Ministry of Finance, Department of Revenue, New Delhi under clause (a) of Section 152 of the Customs Act 1962, I, P. K. Sirohi, Commissioner of Customs and Central Excise, Coimbatore, hereby declare Mayilampatti Village of Palladam Taluk, Coimbatore District, State of Tamilnadu to be a warehousing station under Section 9 of the Customs Act 1962, for the purpose of setting up of 100 percent Export Oriented Unit as approved by the Ministry of Commerce, Madras Export Processing Zone, Chennai.

[File No. VIII/40/5/2002-Cus. Pol]

P. K. SIROHI, Commissioner

का.आ.3059—आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खण्ड (ii) ख) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा भारतीय लघु उद्योग विकास बैंक, मुम्बई द्वारा जारी "सिडबी केपिटल गेन्स बॉण्ड्स" को उक्त खंड के प्रयोजनार्थ विनिर्दिष्ट करती है:

बशर्ते कि उक्त परन्तुक के अन्तर्गत लाभ बेचान अथवा मुपुर्दगी द्वारा ऐसे बन्ध-पत्रों के अन्तरण के मामले में तभी ग्राह्य होंगे यदि अन्तरितो ऐसे अन्तरण से साठ दिन की अवधि के भीतर पंजीकृत डाक द्वारा भारतीय लघु उद्योग विकास बैंक को सूचित करता है।

[सं. 263/2002/का.सं. 275/60/2002-आयकर (बजट)]

के. शशिकान्तन, अवर सचिव

New Delhi, the 11th September, 2002

(Income Tax)

S.O.3059.—In exercise of the powers conferred by clause (iib) of the proviso to section 193 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "SIDBI Capital Gains Bonds" issued by the Small Industries Development Bank of India, Mumbai for the purposes of the said clause:

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds by endorsement or delivery, only if the transferee informs the Small Industries Development Bank of India Registered post within a period sixty days of such transfer.

[No. 263/2002/F. No. 275/60/2002-IT(B)]

K. SASIKANTHAN, Under Secy.

विदेश मंत्रालय

(सो. पी. बी. प्रभाग)

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3060.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41 वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का प्रधान कौंसलावास न्यू यार्क में श्री हंस राज अवर श्रेणी लिपिक को 03-09-2002 से सहायक कौंसली अधिकारी का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2002]

उपेन्द्र सिंह रावत, अवर सचिव (कान्सुलर)

## MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi, the 3rd September, 2002

S.O. 3060.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and consular Officer (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Hans Raj, L.D.C. in the Consulate General of India, New York to perform the duties of Assistant Consular Officer with effect from 3-9-2002.

[No. T. 4330/1/2002]

U. S. RAWAT, Under Secy. (Cons)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 6 सितम्बर, 2002

का.ग्रा.3061—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में उपभोक्ता मामले खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालय, जिनके 80 प्रतिशत से अधिक कर्मचारीयुक्त ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

1. भारतीय खाद्य निगम

जिला कार्यालय,

करनाल हरियाणा-132001

[संख्या ई-11011/1/2001-हिन्दी]

रजनी राजदान, संयुक्त सचिव

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 6th September, 2002

S.O. 3061.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of Food Corporation of India under the administrative

control of the Ministry of Consumer Affairs, Food and Public Distribution (Deptt. of Food and Public Distribution), where of more than 80 per cent of staff have acquired the working knowledge of Hindi :

1. Food Corporation of India,  
Distt. Office,

Karnal, Haryana-132001.

[No. E-11011/1/2001-Hindi]

RAJNI RAZDAN, Jt. Secy.

नई दिल्ली, 11 सितम्बर, 2002

का.ग्रा.3062—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालय, जिनके 80 प्रतिशत से अधिक कर्मचारीयुक्त ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

1. भारतीय खाद्य निगम

जिला कार्यालय

अजमेर (राजस्थान)

[संख्या ई-11011/1/2001-हिन्दी]

रजनी राजदान, संयुक्त सचिव

New Delhi, the 11th September, 2002

S.O. 3062.—In pursuance of Sub-rule (d) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food and Public Distribution (Deptt. Of Food and Public Distribution), where of more than 80 per cent of staff have acquired the working knowledge of Hindi :

1. Food Corporation of India,

Distt. Office,

Ajmer (Rajasthan)

[No. E-11011/1/2001-Hindi]

RAJNI RAZDAN, Jt. Secy.



## स्वास्थ्य और परिवार कल्याण मंत्रालय

## MINISTRY OF HEALTH &amp; FAMILY WELFARE

(स्वास्थ्य विभाग)

(Department of Health)

नई दिल्ली, 9 सितम्बर, 2002

New Delhi, the 9th September, 2002

का. आ. 3063.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 20 की उपधारा (1) के अनुसरण में केन्द्र सरकार एतद्वारा डा. एस. बी. सिवाच, डा. एस. आर. मरलीहल्ली और डा. इन्द्रजीत रे सभी भारतीय आयुर्विज्ञान परिषद् द्वारा अपने सदस्यों में से निर्वाचित किए गए हैं, को 21-11-2006 तक स्नातकोत्तर आयुर्विज्ञान शिक्षा समिति के सदस्यों के रूप में नियुक्त करती है और का. आ. 3181, दिनांक 15-12-2001 के द्वारा प्रकाशित भारत सरकार, स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “केन्द्र सरकार द्वारा नामनिर्दिष्ट” शीर्षक के अन्तर्गत क्रम संख्या 6 के तहत निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, नामतः :

भारतीय आयुर्विज्ञान परिषद् द्वारा निर्वाचित

1. डा. एस. बी. सिवाच,  
हाउस नं. 30/443, देव कॉलोनी, दिल्ली रोड,  
रोहतक-124001.
2. डा. एस. आर. मरलीहल्ली,  
नं. 1990, एम सी सी 'ए' ब्लॉक,  
देवेनगरेरी (कर्नाटक)
3. डा. इन्द्रजीत रे,  
पी 17, साउथ एंड गार्डन, पी. ओ. गारिया,  
कलकत्ता-700017.

[संख्या पी-11013/5/2001-एम ई (पॉलिसी-I)]

पी. जी. कलाधरन, अवर सचिव

पाद टिप्पण : मुख्य अधिसूचना भारत के राजपत्र में दिनांक 15-12-2001 को का. आ. 3181 के द्वारा प्रकाशित की गई थी।

S.O. 3063.—In pursuance of Sub-section (1) and (3) of section 20 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby appoints Dr. S.B. Siwach, Dr. S. R. Maralihalli and Dr. Indrajit Ray, all elected by the Medical Council of India from amongst its members, to be members of the Post-Graduate Medical Education Committee upto 21-11-2006 and makes the following further amendment in the notification of the Government of India, Ministry of Health and Family Welfare published vide S.O. 3181 dated 15-12-2001, namely :—

In the said notification, after the entry against serial number 6 under the heading “Nominated by the Central Government”, the following entries shall be added, namely :—

# ELECTED BY THE MEDICAL COUNCIL OF INDIA

1. Dr. S. B. Siwach,  
House No. 30/443, Dev Colony, Delhi Road,  
Rohtak-124001.
2. S. R. Maralihalli,  
No. 1990, MCC 'A' Block,  
Davangere (Karnataka)
3. Dr. Indrajit Ray,  
P/17, South end Garden, P.O. Garia,  
Calcutta-700017.

[No. V-11013/5/2001-ME(Policy-I)]

P. G. KALADHARAN, Under Secy.

Footnote :—The principal notification was published in the Gazette of India on 15-12-2001 vide S.O. 3181.

नई दिल्ली, 12 सितम्बर, 2002

का.अ. 3064 :—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (4) खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-III में एतद्वारा निम्न लिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची के भाग-III में क्रम संख्या 80 तथा उससे संबंधित प्रविष्टियों के बाद, निम्न लिखित क्रम संख्या और प्रविष्टिमें जोड़ी जाएगी, अर्थात् :—

81. यूनिवर्सिटी ऑफ वेल्स, कार्डिफ, यूनाइटेड किंगडम	मुख्य विकृति विज्ञान (ओरल पैथोलॉजी) में विज्ञान में मास्टर डिग्री तभी एक मान्यता प्राप्त दंत चिकित्सा अर्हता होगी जब यह 1-7-89 को अथवा इसके बाद केवल पी.जी. डिप्लोमा पाठ्यक्रम के समतुल्य अतिरिक्त अर्हता के रूप में प्रदान की गई हो।	एम.एस. सी. (मुख्य विकृति-विज्ञान) यूनिवर्सिटी ऑफ वेल्स, कार्डिफ, यूनाइटेड किंगडम।
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[संख्या सी-12018/3/2002-पीएमएस]

एम. के. राव, निदेशक (एम.ई.)

New Delhi, the 12th September, 2002

S. O. 3064 :—In exercise of the powers conferred by clause (b) Sub-section (4) of Section 10 of the Dentists Act 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendments in Part-III of the Schedule to the said Act, namely :—

In Part-III of the said Schedule after Serial Number 80 and the entries relating thereto, the following Serial Number and entries will be added namely :—

81. University of Wales, Cardiff, United Kingdom	The degree of Master in Science in Oral Pathology will be a recognized dental qualification when granted on or after 1-7-89 as an additional qualification equivalent to P.G. Diploma courses only.	M. Sc. (Oral Pathology) University of Wales, Cardiff, United Kingdom.
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[No. V.—12018/3/2002-PMS]

S. K. RAO, Director (ME)

## सूचना और प्रसारण मंत्रालय

नई दिल्ली, 3 सितम्बर, 2002

का.प्र. 3065 :—चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 और 8 के साथ पठित चलचित्र की अधिनियम, 1952 (1952 का 37) के भाग 5 के उपखंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस मंत्रालय द्वारा इस विषय पर पूर्व में जारी की गई अधिसूचनाओं के अधिग्रहण में केन्द्र सरकार, केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल का पुनर्गठन करती है तथा निम्नलिखित व्यक्तियों की सुस्त प्रभाव से दो वर्ष की अवधि तक या अगले आदेशों तक, जो भी पहले हो उक्त पैनल में सदस्य के रूप में नियुक्त करती है :—

1. श्री ए. रवि कुमार
2. श्रीमती चल्ल अमृता वल्ली
3. श्रीमती ए. नन्दा मोहन
4. श्रीमती चंदवोलू शोभा रानी
5. श्री इप्पिली तिरुमल राव
6. श्री कोट्टा धरनीधर
7. श्री मद्दाली रघुराम
8. सुश्री टी. इन्द्रानी
9. श्रीमती चित्रा नागराज
10. श्रीमती बी. राज्यालक्ष्मी
11. श्री जी. सम्पत कुमार
12. श्री जी. राजा चक्रधर
13. श्रीमती वाई. भवना
14. श्री ए. शिव राम प्रसाद
15. श्रीमती रत्ना छोट्राणि
16. श्री अत्लुरि रामकृष्ण
17. श्री डी. रवीन्द्र रेड्डी
18. श्री जी. के. एस. राजा
19. श्रीमती पी. अंजनी देवी
20. श्री टी. प्रसाद ( चित्तिबाबू )
21. श्री राजम गणेशन
22. श्रीमती टी. विजया लक्ष्मी
23. सुश्री नलिनी शंकर
24. सुश्री देवीनेनी निर्मला

25. श्री के. वी. कूर्म राव
26. श्रीमती के. सुनीता रेड्डी
27. श्री एम. नरसिंग राव
28. श्री बी. एन. गोविन्द रत्न
29. सुश्री सिराजुन्निसा बेगम
30. श्री राहुल चन्द्र

[फा.सं. 809/1/2002-एफ (सी)]

राजेश शर्मा, ईस्क अधिकारी

## MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 3rd September, 2002

S.O.3065.—In exercise of the powers conferred by Sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 and in supersession of this Ministry's earlier Notifications on the subject, the Central Government is pleased to reconstitute the Hyderabad Advisory Panel of the Central Board of Film Certification (CBFC) and to appoint the following persons as members of the said panel with immediate effect for a period of two years or until further orders, whichever is earlier :

1. Shri A. Ravi Kumar
2. Smt. Challa Amrutha Valli
3. Smt. A Nanda Mohan
4. Smt. Chandavolu Sobha Rani
5. Shri Ippili Tirumala Rao
6. Shri Kotla Dharanidhar
7. Shri Maddali Raghuram
8. Ms. T. Indrani
9. Smt. Chitra Nagaraj
10. Smt. B. Rajyalakshmi
11. Shri G. Sampath Kumar
12. Shri G. Raja Chakradhar
13. Smt. Y. Bhavana
14. Shri A. Siva Rama Prasad
15. Smt. Ratna Chotrani
16. Shri Atluri Rama Krishna
17. Shri D. Ravinder Reddy
18. Shri G.K.S. Raja
19. Smt. P. Anjani Devi
20. Shri T. Sriprasad (Chittibabu)

21. Shri Rajam Ganeshan
22. Smt. T. Vijaya Lakshmi
23. Ms. Nalini Shankar
24. Ms. Devineni Nirmala
25. Shri K. V. Kurma Rao
26. Smt. K. Sunitha Reddy
27. Shri M. Narsing Rao
28. Shri B. N. Govind Rati
29. Ms. Sirajunnisa Bagum
30. Shri Rahul Chandra

[File No. 809/1/2002-F(C)]

RAJESH SHARMA, Desk Officer

विज्ञान और प्रौद्योगिकी मंत्रालय

(विज्ञान और प्रौद्योगिकी विभाग)

नई दिल्ली, 16 अगस्त, 2002

का. भा. 3066. केन्द्रीय सरकार, राजधानी (संघ के सातकीय प्रमोक्षों के लिए प्रमोक्ष) नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में विज्ञान और प्रौद्योगिकी मंत्रालय के प्रशासनिक निबंधनाधीन भारतीय सर्वेक्षण विभाग के निम्नलिखित कार्यालयों की शिफ्टों के 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. दक्षिण पूर्वी सैनिक कार्यालय, भारतीय सर्वेक्षण विभाग, भुवनेश्वर ।
2. सं. 10 प्रारेखन कार्यालय (दक्षिण पूर्वी सैनिक) भारतीय सर्वेक्षण विभाग, भुवनेश्वर ।
3. सं. 4 प्रारेखन कार्यालय (दक्षिण सैनिक) भारतीय सर्वेक्षण विभाग, बेंगलूर ।

[सं. ई-11028/1/2001-हिन्दी]

हर्केश मीणा, सहायक निदेशक (रा. भा.)

MINISTRY OF SCIENCE AND TECHNOLOGY

(Department of Science and Technology)

New Delhi, the 16th August, 2002

S.O. 3066.—In pursuance of Sub rule (4) of Rule 10 of the Official Language (Use for Official

purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices of the Survey of India under the administrative control of Ministry of Science and Technology the 80 per cent and more per cent staff whereas of have acquired working knowledge of Hindi :

1. South Eastern Circle Survey of India, Bhubaneswar.
2. No. 10 Drawing Office (South Eastern Circle Survey of India, Bhubaneswar.
3. No. 4 Drawing Office (South Circle), Survey of India, Bangalore.

[F. No. E-11028/1/2001-Hindi]

HARKESH MEENA, Assistant Director (O.L.)

अन्तरिक्ष विभाग

आदेश

बेंगलूर, 16 सितम्बर, 2002

॥ का.भा. 3067 :—अन्तरिक्ष विभाग/भारतीय अन्तरिक्ष अनु-संज्ञान संगठन के द्वार केन्द्र, श्रीहरिकोटा का 5 सितम्बर, 2002 से “सतीश धवन अन्तरिक्ष केन्द्र-द्वार” नाम से पुनर्नाम-करण किया गया है ।

[सं. 1/3/(4)/2002-III]

व. वी. भट्ट, संयुक्त सचिव

DEPARTMENT OF SPACE

ORDER

Bangalore, the 16th September, 2002

S.O. 3067.—SHAR Centre, Sriharikota of the Department of Space|Indian Space Research Organisation has been renamed as “Satish Dhawan Space Centre-SHAR” with effect from 5th September, 2002.

[No. 1/3(4)/2002-III]

V. V. BHAT, Jt. Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 23 सितम्बर, 2002

का. मा. 3068.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संवर्धक कंपनी मेसर्स रेलाएंस इण्डस्ट्रीज लिमिटेड गोवा के उत्तरी /दक्षिणी अपतट (आफसोर) में खोज ब्लॉकों और आन्ध्रप्रदेश की संरचनाओं से कर्नाटक राज्य के गुलबर्गा जिले में विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाई जाने के लिए उसमें उपयोग के अधिकार के अर्जन के लिए, श्री एम. लक्ष्मीनारायण, सक्षम प्राधिकारी, जी.टी. आई.सी.एल. पाइपलाइन परियोजना उपायुक्त कार्यालय, विकास भवन, गुलबर्गा-585 101 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची 3 (1)							
तालुका आळंद		जिला गुलबर्गा			राज्य कर्नाटक		
अ. क्र.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र		
1	2	3	4	5	हेक्टेर	आर	सेंटीआर
1	सावळेश्वर	40			0	15	00
2	हेबळी	50	3		0	15	90
		50	4		0	10	40
3	आळंद	352	1B		0	60	30
4	होन्हळी	7	1		0	57	90
5	तडकल	1059			0	00	80
		987	A1		0	00	60
		953	C		0	75	60
6	सनगुंदा	85	3		0	56	10
		7	4		0	12	60
7	वि.के.सलगर	286	2		0	03	00
8	लेंगटी	73	5		0	08	50
	कुल	12			3	16	70

[फा. सं. एल/14014/16/2002-जी.पी.]

म्वामी सिंह, निदेशक

# MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 23rd September, 2002

s. o. 3068.— Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of Natural Gas from exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Gulbarga in the State of Karnataka, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the said pipeline, is proposed to be laid and which is described in the Schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person, interested in the land described in the Schedule may within twenty-one days from the date on which the copies of Notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri M. Lakshminarayana, Competent Authority, Gas Transportation & Infrastructure Company Limited Pipeline Project in the Office of the Deputy Commissioner, Vikas Bhavan, Gulbarga, Karnataka, Pin:585101.

## SCHEDULE

Taluka - Aland		District - Gulbarga			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
1	Sawaleswar	40			0	15	00
2	Hebli	50	3		0	15	90
		50	4		0	10	40
3	Aland	352	1B		0	60	30
4	Honnahalli	7	1		0	57	90
5	Tadkal	1059			0	00	80

1	2	3	4	5	6	7	8
		967	A1		0	00	60
		953	C		0	75	60
6	Sangunda	85	3		0	56	10
		7	4		0	12	60
7	V.K. Salgar	286	2		0	03	00
8	Lengtl	73	5		0	08	50
	Total	12			3	16	70

[No. L.14014/16/2002-G.P.)]  
SWAMI SINGH, Director

नई दिल्ली, 23 सितम्बर, 2002

का. आ. 3069.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 16 मार्च, 2002 के पृष्ठ 2861 से पृष्ठ 2883 तक प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 959, तारीख 13 मार्च, 2002 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में :-

1. पृष्ठ सं. 2838 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "42/2" के स्तंभ सं. 6, 7 और 8 में "0-01-60" क्षेत्र के स्थान पर "0-09-90" क्षेत्र रखा जाएगा ;
2. पृष्ठ सं. 2838 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "42/9/2, 42/9/1" के स्तंभ सं. 6, 7 और 8 में "0-17-20" क्षेत्र के स्थान पर "0-21-30" क्षेत्र रखा जाएगा ;
3. पृष्ठ सं. 2838 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "31/2A, 31/2B" के स्तंभ सं. 6, 7 और 8 में "0-35-10" क्षेत्र के स्थान पर "0-40-70" क्षेत्र रखा जाएगा ;
4. पृष्ठ सं. 2838 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "69/2" के स्तंभ सं. 6, 7 और 8 में "0-00-10" क्षेत्र के स्थान पर "0-05-00" क्षेत्र रखा जाएगा ;
5. पृष्ठ सं. 2838 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "68/1, 68/2" के स्तंभ सं. 6, 7 और 8 में "0-42-90" क्षेत्र के स्थान पर "0-44-80" क्षेत्र रखा जाएगा ;

6. पृष्ठ सं. 2838 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "7/A, 7/B, 7/C, 7/D, 7/E, 7/F, 7/G" के स्तंभ सं. 6, 7 और 8 में "0-97-70" क्षेत्र के स्थान पर "0-99-20" क्षेत्र रखा जाएगा ;
7. पृष्ठ सं. 2839 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "6/1, 6/2" के स्तंभ सं. 6, 7 और 8 में "0-34-20" क्षेत्र के स्थान पर "0-36-60" क्षेत्र रखा जाएगा ;
8. पृष्ठ सं. 2839 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "9/3/1, 9/3/2" के स्तंभ सं. 6, 7 और 8 में "0-11-70" क्षेत्र के स्थान पर "0-13-80" क्षेत्र रखा जाएगा ;
9. पृष्ठ सं. 2839 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "9/7" के स्तंभ सं. 6, 7 और 8 में "0-00-70" क्षेत्र के स्थान पर "0-01-10" क्षेत्र रखा जाएगा ;
10. पृष्ठ सं. 2839 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "9/6/1, 9/6/2" के स्तंभ सं. 6, 7 और 8 में "0-05-80" क्षेत्र के स्थान पर "0-07-60" क्षेत्र रखा जाएगा ;
11. पृष्ठ सं. 2839 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "9/10/1, 9/10/2" के स्तंभ सं. 6, 7 और 8 में "0-43-80" क्षेत्र के स्थान पर "0-46-80" क्षेत्र रखा जाएगा ;
12. पृष्ठ सं. 2839 पर, स्तंभ सं. 2 के गांव "कामनहल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "10/3" के स्तंभ सं. 6, 7 और 8 में "0-98-60" क्षेत्र के स्थान पर "1-02-00" क्षेत्र रखा जाएगा ;
13. पृष्ठ सं. 2839 पर, स्तंभ सं. 2 के गांव "साकर्गा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "55/2A, 55/2B" के स्तंभ सं. 6, 7 और 8 में "0-56-90" क्षेत्र के स्थान पर "0-59-40" क्षेत्र रखा जाएगा ;
14. पृष्ठ सं. 2839 पर, स्तंभ सं. 2 के गांव "साकर्गा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "56/1A, 56/1B, 56/1C, 56/1D" के स्तंभ सं. 6, 7 और 8 में "0-77-00" क्षेत्र के स्थान पर "0-81-00" क्षेत्र रखा जाएगा ;
15. पृष्ठ सं. 2839 पर, स्तंभ सं. 2 के गांव "साकर्गा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "71" के स्तंभ सं. 6, 7 और 8 में "0-22-00" क्षेत्र के स्थान पर "0-27-40" क्षेत्र रखा जाएगा ;
16. पृष्ठ सं. 2840 पर, स्तंभ सं. 2 के गांव "साकर्गा" के सामने, स्तंभ सं. 3, 4 की सर्वे



सं. "79/3" के स्तंभ सं. 6, 7 और 8 में "0-31-90" क्षेत्र के स्थान पर "0-37-20" क्षेत्र रखा जाएगा ;

17. पृष्ठ सं. 2840 पर, स्तंभ सं. 2 के गांव "साकर्गा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "9/2A, 9/2B, 9/2C, 9/2D, 9/2B" के स्तंभ सं. 6, 7 और 8 में "0-45-00" क्षेत्र के स्थान पर "0-57-40" क्षेत्र रखा जाएगा ;
18. पृष्ठ सं. 2840 पर, स्तंभ सं. 2 के गांव "साकर्गा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "19/A, 19/B, 19/C, 19/D, 19/E" के स्तंभ सं. 6, 7 और 8 में "0-17-70" क्षेत्र के स्थान पर "0-18-90" क्षेत्र रखा जाएगा ;
19. पृष्ठ सं. 2840 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "184/11" के स्तंभ सं. 6, 7 और 8 में "0-08-60" क्षेत्र के स्थान पर "0-09-20" क्षेत्र रखा जाएगा ;
20. पृष्ठ सं. 2840 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "184/14" के स्तंभ सं. 6, 7 और 8 में "0-10-60" क्षेत्र के स्थान पर "0-11-40" क्षेत्र रखा जाएगा ;
21. पृष्ठ सं. 2840 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "184/12" के स्तंभ सं. 6, 7 और 8 में "0-44-50" क्षेत्र के स्थान पर "0-50-50" क्षेत्र रखा जाएगा ;
22. पृष्ठ सं. 2840 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "175/3" के स्तंभ सं. 6, 7 और 8 में "0-03-30" क्षेत्र के स्थान पर "0-04-60" क्षेत्र रखा जाएगा ;
23. पृष्ठ सं. 2841 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "174/1A, 174/1B" के स्तंभ सं. 6, 7 और 8 में "0-43-60" क्षेत्र के स्थान पर "0-45-20" क्षेत्र रखा जाएगा ;
24. पृष्ठ सं. 2841 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "3/2A, 3/2B" के स्तंभ सं. 6, 7 और 8 में "0-20-00" क्षेत्र के स्थान पर "0-25-70" क्षेत्र रखा जाएगा ;
25. पृष्ठ सं. 2841 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "16/2" के स्तंभ सं. 6, 7 और 8 में "0-26-50" क्षेत्र के स्थान पर "0-31-80" क्षेत्र रखा जाएगा ;

26. पृष्ठ सं. 2841 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "23/1, 23/2, 23/3, 23/4, 23/5, 23/6, 23/7" के स्तंभ सं. 6, 7 और 8 में "0-53-60" क्षेत्र के स्थान पर "0-55-10" क्षेत्र रखा जाएगा ;
27. पृष्ठ सं. 2842 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "44/A, 44/B, 44/C" के स्तंभ सं. 6, 7 और 8 में "0-50-70" क्षेत्र के स्थान पर "0-55-90" क्षेत्र रखा जाएगा ;
28. पृष्ठ सं. 2842 पर, स्तंभ सं. 2 के गांव "सावलेश्वर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "45/A, 45/B, 45/C" के स्तंभ सं. 6, 7 और 8 में "0-71-70" क्षेत्र के स्थान पर "1-03-30" क्षेत्र रखा जाएगा ;
29. पृष्ठ सं. 2842 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "75/2" के स्तंभ सं. 6, 7 और 8 में "0-00-70" क्षेत्र के स्थान पर "0-12-00" क्षेत्र रखा जाएगा ;
30. पृष्ठ सं. 2842 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "76/1" के स्तंभ सं. 6, 7 और 8 में "0-08-80" क्षेत्र के स्थान पर "0-10-20" क्षेत्र रखा जाएगा ;
31. पृष्ठ सं. 2842 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "77/A, 77/B, 77/C" के स्तंभ सं. 6, 7 और 8 में "0-29-40" क्षेत्र के स्थान पर "0-31-50" क्षेत्र रखा जाएगा ;
32. पृष्ठ सं. 2842 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "84/1A, 84/1B, 84/B, 84/3" के स्तंभ सं. 6, 7 और 8 में "0-18-70" क्षेत्र के स्थान पर "0-22-80" क्षेत्र रखा जाएगा ;
33. पृष्ठ सं. 2842 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "83/1" के स्तंभ सं. 6, 7 और 8 में "0-54-50" क्षेत्र के स्थान पर "0-57-00" क्षेत्र रखा जाएगा ;
34. पृष्ठ सं. 2842 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "83/2A, 83/2/B, 83/2C" के स्तंभ सं. 6, 7 और 8 में "0-59-70" क्षेत्र के स्थान पर "0-63-30" क्षेत्र रखा जाएगा ;
35. पृष्ठ सं. 2843 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "42/2" के स्तंभ सं. 6, 7 और 8 में "0-06-70" क्षेत्र के स्थान पर "0-17-00" क्षेत्र रखा जाएगा ;

36. पृष्ठ सं. 2843 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "37" के स्तंभ सं. 6, 7 और 8 में "0-26-30" क्षेत्र के स्थान पर "0-33-00" क्षेत्र रखा जाएगा ;
37. पृष्ठ सं. 2843 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "34/8" के स्तंभ सं. 6, 7 और 8 में "0-25-00" क्षेत्र के स्थान पर "0-28-80" क्षेत्र रखा जाएगा ;
38. पृष्ठ सं. 2843 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "34/6" के स्तंभ सं. 6, 7 और 8 में "0-25-50" क्षेत्र के स्थान पर "0-30-90" क्षेत्र रखा जाएगा ;
39. पृष्ठ सं. 2843 पर, स्तंभ सं. 2 के गांव "खानापुर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "33/1/A +C, 33/1B" के स्तंभ सं. 6, 7 और 8 में "0-45-80" क्षेत्र के स्थान पर "0-47-80" क्षेत्र रखा जाएगा ;
40. पृष्ठ सं. 2843 पर, स्तंभ सं. 2 के गांव "हेबली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "51/1" के स्तंभ सं. 6, 7 और 8 में "0-09-30" क्षेत्र के स्थान पर "0-12-60" क्षेत्र रखा जाएगा ;
41. पृष्ठ सं. 2843 पर, स्तंभ सं. 2 के गांव "हेबली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "50/2" के स्तंभ सं. 6, 7 और 8 में "0-21-00" क्षेत्र के स्थान पर "0-67-20" क्षेत्र रखा जाएगा ;
42. पृष्ठ सं. 2843 पर, स्तंभ सं. 2 के गांव "हेबली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "48/1" के स्तंभ सं. 6, 7 और 8 में "0-08-90" क्षेत्र के स्थान पर "0-21-60" क्षेत्र रखा जाएगा ;
43. पृष्ठ सं. 2844 पर, स्तंभ सं. 2 के गांव "हेबली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "47/2A, 47/2B" के स्तंभ सं. 6, 7 और 8 में "0-29-50" क्षेत्र के स्थान पर "0-33-00" क्षेत्र रखा जाएगा ;
44. पृष्ठ सं. 2844 पर, स्तंभ सं. 2 के गांव "हेबली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "43/A, 43/B, 43/C" के स्तंभ सं. 6, 7 और 8 में "0-49-90" क्षेत्र के स्थान पर "0-52-20" क्षेत्र रखा जाएगा ;
45. पृष्ठ सं. 2844 पर, स्तंभ सं. 2 के गांव "हेबली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "40/A, 40/B, 40/C, 40/D" के स्तंभ सं. 6, 7 और 8 में "0-78-80" क्षेत्र के स्थान पर "0-79-20" क्षेत्र रखा जाएगा ;

46. पृष्ठ सं. 2844 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "353/1, 353/2/1, 353/2/2" के स्तंभ सं. 6, 7 और 8 में "0-77-60" क्षेत्र के स्थान पर "0-90-80" क्षेत्र रखा जाएगा ;
47. पृष्ठ सं. 2845 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "357/2/1, 357/2/2, 357/2/3, 357/2/4, 357/2/5, 357/2/6, 357/2/7, 357/2/8, 357/2/9" के स्तंभ सं. 6, 7 और 8 में "1-04-30" क्षेत्र के स्थान पर "1-32-00" क्षेत्र रखा जाएगा ;
48. पृष्ठ सं. 2845 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "366/5" के स्तंभ सं. 6, 7 और 8 में "0-22-10" क्षेत्र के स्थान पर "0-23-40" क्षेत्र रखा जाएगा ;
49. पृष्ठ सं. 2845 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "359/A, 359/2B" के स्तंभ सं. 6, 7 और 8 में "0-08-30" क्षेत्र के स्थान पर "0-08-70" क्षेत्र रखा जाएगा ;
50. पृष्ठ सं. 2845 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "360/2A, 360/2B, 360/2C, 360/2D" के स्तंभ सं. 6, 7 और 8 में "0-30-90" क्षेत्र के स्थान पर "0-32-10" क्षेत्र रखा जाएगा ;
51. पृष्ठ सं. 2845-48 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "236/A, 236/B, 236/B/B, 236/B/A, 236/C, 236/D, 236/E" के स्तंभ सं. 6, 7 और 8 में "0-38-70" क्षेत्र के स्थान पर "0-39-60" क्षेत्र रखा जाएगा ;
52. पृष्ठ सं. 2846 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "254/A, 254/B, 254/C, 254/D" के स्तंभ सं. 6, 7 और 8 में "0-81-50" क्षेत्र के स्थान पर "0-86-20" क्षेत्र रखा जाएगा ;
53. पृष्ठ सं. 2846 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "260/1A, 260/2B, 260/2C, 260/D, 260/E, 260/F, 260/2" के स्तंभ सं. 6, 7 और 8 में "0-52-30" क्षेत्र के स्थान पर "0-59-10" क्षेत्र रखा जाएगा ;
54. पृष्ठ सं. 2846 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "266/1/B, 266/2/A, 266/2/B, 266/1/A" के स्तंभ सं. 6, 7 और 8 में "0-94-70" क्षेत्र के स्थान पर "0-96-00" क्षेत्र रखा जाएगा ;
55. पृष्ठ सं. 2847 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "269, 269/A" के स्तंभ सं. 6, 7 और 8 में "0-49-00" क्षेत्र के स्थान पर "0-54-20" क्षेत्र रखा जाएगा ;

56. पृष्ठ सं. 2847 पर, स्तंभ सं. 2 के गांव "आलंद" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "177/2A, 177/2B" के स्तंभ सं. 6, 7 और 8 में "0-63-80" क्षेत्र के स्थान पर "0-71-40" क्षेत्र रखा जाएगा ;
57. पृष्ठ सं. 2847 पर, स्तंभ सं. 2 के गांव "किण्णीसुल्तान" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "70/15A, 70/15B" के स्तंभ सं. 6, 7 और 8 में "0-02-80" क्षेत्र के स्थान पर "0-03-40" क्षेत्र रखा जाएगा ;
58. पृष्ठ सं. 2847 पर, स्तंभ सं. 2 के गांव "किण्णीसुल्तान" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "70/16A, 70/16B, 70/16C" के स्तंभ सं. 6, 7 और 8 में "0-23-20" क्षेत्र के स्थान पर "0-24-10" क्षेत्र रखा जाएगा ;
59. पृष्ठ सं. 2847 पर, स्तंभ सं. 2 के गांव "किण्णीसुल्तान" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "69/8" के स्तंभ सं. 6, 7 और 8 में "0-12-40" क्षेत्र के स्थान पर "0-15-00" क्षेत्र रखा जाएगा ;
60. पृष्ठ सं. 2847 पर, स्तंभ सं. 2 के गांव "किण्णीसुल्तान" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "69/10" के स्तंभ सं. 6, 7 और 8 में "0-09-20" क्षेत्र के स्थान पर "0-15-00" क्षेत्र रखा जाएगा ;
61. पृष्ठ सं. 2848 पर, स्तंभ सं. 2 के गांव "होन्हल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "1/A, 1/B" के स्तंभ सं. 6, 7 और 8 में "0-55-30" क्षेत्र के स्थान पर "0-60-30" क्षेत्र रखा जाएगा ;
62. पृष्ठ सं. 2848 पर, स्तंभ सं. 2 के गांव "होन्हल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "10/1" के स्तंभ सं. 6, 7 और 8 में "0-12-20" क्षेत्र के स्थान पर "0-17-40" क्षेत्र रखा जाएगा ;
63. पृष्ठ सं. 2848 पर, स्तंभ सं. 2 के गांव "होन्हल्ली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "10/2" के स्तंभ सं. 6, 7 और 8 में "0-61-40" क्षेत्र के स्थान पर "0-72-00" क्षेत्र रखा जाएगा ;
64. पृष्ठ सं. 2849 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "1128/A, 1128/B" के स्तंभ सं. 6, 7 और 8 में "0-33-60" क्षेत्र के स्थान पर "0-34-80" क्षेत्र रखा जाएगा ;
65. पृष्ठ सं. 2849 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "1127" के स्तंभ सं. 6, 7 और 8 में "0-13-90" क्षेत्र के स्थान पर "0-19-80" क्षेत्र रखा जाएगा ;

66. पृष्ठ सं. 2849 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "1095" के स्तंभ सं. 6, 7 और 8 में "0-44-10" क्षेत्र के स्थान पर "0-53-70" क्षेत्र रखा जाएगा ;
67. पृष्ठ सं. 2849 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "1092/A, 1092/B" के स्तंभ सं. 6, 7 और 8 में "0-21-10" क्षेत्र के स्थान पर "0-24-90" क्षेत्र रखा जाएगा ;
68. पृष्ठ सं. 2849 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "1083/A, 1083/B, 1083/C" के स्तंभ सं. 6, 7 और 8 में "0-64-20" क्षेत्र के स्थान पर "0-75-60" क्षेत्र रखा जाएगा ;
69. पृष्ठ सं. 2849 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "1061/A, 1061/B" के स्तंभ सं. 6, 7 और 8 में "0-00-80" क्षेत्र के स्थान पर "0-01-00" क्षेत्र रखा जाएगा ;
70. पृष्ठ सं. 2850 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "1058" के स्तंभ सं. 6, 7 और 8 में "0-21-90" क्षेत्र के स्थान पर "0-22-30" क्षेत्र रखा जाएगा ;
71. पृष्ठ सं. 2850 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "1056/A, 1056/B" के स्तंभ सं. 6, 7 और 8 में "0-80-60" क्षेत्र के स्थान पर "0-81-30" क्षेत्र रखा जाएगा ;
72. पृष्ठ सं. 2850 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "994" के स्तंभ सं. 6, 7 और 8 में "1-71-70" क्षेत्र के स्थान पर "1-77-40" क्षेत्र रखा जाएगा ;
73. पृष्ठ सं. 2850 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "968/A, 968/B, 968/C" के स्तंभ सं. 6, 7 और 8 में "0-24-10" क्षेत्र के स्थान पर "0-61-20" क्षेत्र रखा जाएगा ;
74. पृष्ठ सं. 2850 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "952/A, 952/B, 952/C, 952/D, 952/E, 952/F" के स्तंभ सं. 6, 7 और 8 में "0-39-70" क्षेत्र के स्थान पर "0-40-10" क्षेत्र रखा जाएगा ;
75. पृष्ठ सं. 2851 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "901" के स्तंभ सं. 6, 7 और 8 में "0-00-40" क्षेत्र के स्थान पर "0-04-00" क्षेत्र रखा जाएगा ;

76. पृष्ठ सं. 2851 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "902" के स्तंभ सं. 6, 7 और 8 में "0-03-80" क्षेत्र के स्थान पर "0-09-20" क्षेत्र रखा जाएगा ;
77. पृष्ठ सं. 2851 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "903" के स्तंभ सं. 6, 7 और 8 में "0-07-90" क्षेत्र के स्थान पर "0-10-20" क्षेत्र रखा जाएगा ;
78. पृष्ठ सं. 2851 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "884" के स्तंभ सं. 6, 7 और 8 में "0-09-80" क्षेत्र के स्थान पर "0-11-80" क्षेत्र रखा जाएगा ;
79. पृष्ठ सं. 2851 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "871" के स्तंभ सं. 6, 7 और 8 में "0-16-60" क्षेत्र के स्थान पर "0-17-20" क्षेत्र रखा जाएगा ;
80. पृष्ठ सं. 2851 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "867/A1, 867/A2, 867/B1, 867/B2" के स्तंभ सं. 6, 7 और 8 में "0-69-50" क्षेत्र के स्थान पर "0-71-80" क्षेत्र रखा जाएगा ;
81. पृष्ठ सं. 2851 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "917" के स्तंभ सं. 6, 7 और 8 में "0-33-60" क्षेत्र के स्थान पर "0-34-80" क्षेत्र रखा जाएगा ;
82. पृष्ठ सं. 2852 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "798/A, 798/B" के स्तंभ सं. 6, 7 और 8 में "0-55-30" क्षेत्र के स्थान पर "0-56-40" क्षेत्र रखा जाएगा ;
83. पृष्ठ सं. 2852 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "797/A, 797/B" के स्तंभ सं. 6, 7 और 8 में "0-01-80" क्षेत्र के स्थान पर "0-14-10" क्षेत्र रखा जाएगा ;
84. पृष्ठ सं. 2852 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "771" के स्तंभ सं. 6, 7 और 8 में "0-13-40" क्षेत्र के स्थान पर "0-49-80" क्षेत्र रखा जाएगा ;
85. पृष्ठ सं. 2852 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "768/A, 768/B-1, 768/C" के स्तंभ सं. 6, 7 और 8 में "0-63-40" क्षेत्र के स्थान पर "0-66-30" क्षेत्र रखा जाएगा ;

86. पृष्ठ सं. 2852 पर, स्तंभ सं. 2 के गांव "तडकल" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "735/A-1, 735/A-2, 75/B" के स्तंभ सं. 6, 7 और 8 में "0-35-80" क्षेत्र के स्थान पर "0-37-80" क्षेत्र रखा जाएगा ;
87. पृष्ठ सं. 2853 पर, स्तंभ सं. 2 के गांव "नागलगांव" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "13/1, 13/2/1, 13/2/2" के स्तंभ सं. 6, 7 और 8 में "0-36-70" क्षेत्र के स्थान पर "0-37-40" क्षेत्र रखा जाएगा ;
88. पृष्ठ सं. 2853 पर, स्तंभ सं. 2 के गांव "सनगुंदा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "56/A, 56/B, 56/C, 56/D" के स्तंभ सं. 6, 7 और 8 में "0-67-70" क्षेत्र के स्थान पर "0-68-50" क्षेत्र रखा जाएगा ;
89. पृष्ठ सं. 2853 पर, स्तंभ सं. 2 के गांव "सनगुंदा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "57/A" के स्तंभ सं. 6, 7 और 8 में "0-35-20" क्षेत्र के स्थान पर "0-56-80" क्षेत्र रखा जाएगा ;
90. पृष्ठ सं. 2854 पर, स्तंभ सं. 2 के गांव "सनगुंदा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "78" के स्तंभ सं. 6, 7 और 8 में "0-40-80" क्षेत्र के स्थान पर "0-46-80" क्षेत्र रखा जाएगा ;
91. पृष्ठ सं. 2854 पर, स्तंभ सं. 2 के गांव "सनगुंदा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "6/3" के स्तंभ सं. 6, 7 और 8 में "0-16-20" क्षेत्र के स्थान पर "0-17-20" क्षेत्र रखा जाएगा ;
92. पृष्ठ सं. 2854 पर, स्तंभ सं. 2 के गांव "सनगुंदा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "7/1" के स्तंभ सं. 6, 7 और 8 में "0-09-30" क्षेत्र के स्थान पर "0-16-20" क्षेत्र रखा जाएगा ;
93. पृष्ठ सं. 2854 पर, स्तंभ सं. 2 के गांव "सनगुंदा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "7/3" के स्तंभ सं. 6, 7 और 8 में "0-11-00" क्षेत्र के स्थान पर "0-13-00" क्षेत्र रखा जाएगा ;
94. पृष्ठ सं. 2854 पर, स्तंभ सं. 2 के गांव "सनगुंदा" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "18/1A, 18/1B, 18/1C, 18/1D, 18/1E, 18/1F, 18/1G" के स्तंभ सं. 6, 7 और 8 में "1-94-60" क्षेत्र के स्थान पर "2-09-10" क्षेत्र रखा जाएगा ;
95. पृष्ठ सं. 2855 पर, स्तंभ सं. 2 के गांव "सावलगी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "9/4" के स्तंभ सं. 6, 7 और 8 में "0-22-60" क्षेत्र के स्थान पर "0-56-30" क्षेत्र रखा जाएगा ;



96. पृष्ठ सं. 2855 पर, स्तंभ सं. 2 के गांव "सावलगी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "9/2" के स्तंभ सं. 6, 7 और 8 में "0-74-40" क्षेत्र के स्थान पर "1-08-80" क्षेत्र रखा जाएगा ;
97. पृष्ठ सं. 2855 पर, स्तंभ सं. 2 के गांव "सावलगी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "11/1, 11/2" के स्तंभ सं. 6, 7 और 8 में "1-27-60" क्षेत्र के स्थान पर "1-29-00" क्षेत्र रखा जाएगा ;
98. पृष्ठ सं. 2855 पर, स्तंभ सं. 2 के गांव "बेलमगी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "191/1A, 191/2, 191/3, 191/4, 191/5" के स्तंभ सं. 6, 7 और 8 में "0-34-50" क्षेत्र के स्थान पर "0-53-40" क्षेत्र रखा जाएगा ;
99. पृष्ठ सं. 2855 पर, स्तंभ सं. 2 के गांव "बेलमगी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "188/A, 188/B" के स्तंभ सं. 6, 7 और 8 में "0-14-90" क्षेत्र के स्थान पर "0-19-40" क्षेत्र रखा जाएगा ;
100. पृष्ठ सं. 2855 पर, स्तंभ सं. 2 के गांव "बेलमगी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "188/5" के स्तंभ सं. 6, 7 और 8 में "0-35-90" क्षेत्र के स्थान पर "0-38-70" क्षेत्र रखा जाएगा ;
101. पृष्ठ सं. 2856 पर, स्तंभ सं. 2 के गांव "बेलमगी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "185/2" के स्तंभ सं. 6, 7 और 8 में "0-66-40" क्षेत्र के स्थान पर "0-66-90" क्षेत्र रखा जाएगा ;
102. पृष्ठ सं. 2856 पर, स्तंभ सं. 2 के गांव "बेलमगी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "175/3" के स्तंभ सं. 6, 7 और 8 में "0-05-90" क्षेत्र के स्थान पर "0-11-00" क्षेत्र रखा जाएगा ;
103. पृष्ठ सं. 2856 पर, स्तंभ सं. 2 के गांव "बेलमगी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "175/4" के स्तंभ सं. 6, 7 और 8 में "0-22-30" क्षेत्र के स्थान पर "0-25-20" क्षेत्र रखा जाएगा ;
104. पृष्ठ सं. 2856 पर, स्तंभ सं. 2 के गांव "वि.के.सलगर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "323/1" के स्तंभ सं. 6, 7 और 8 में "0-40-20" क्षेत्र के स्थान पर "0-51-90" क्षेत्र रखा जाएगा ;
105. पृष्ठ सं. 2856 पर, स्तंभ सं. 2 के गांव "वि.के.सलगर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "312/A, 312/B" के स्तंभ सं. 6, 7 और 8 में "1-24-20" क्षेत्र के स्थान पर "1-27-20" क्षेत्र रखा जाएगा ;

106. पृष्ठ सं. 2857 पर, स्तंभ सं. 2 के गांव "वि.के.सलगर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "393/A" के स्तंभ सं. 6, 7 और 8 में "0-00-10" क्षेत्र के स्थान पर "0-70-20" क्षेत्र रखा जाएगा ;
107. पृष्ठ सं. 2857 पर, स्तंभ सं. 2 के गांव "वि.के.सलगर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "290/1A, 290/1B, 290/1C, 290/1D" के स्तंभ सं. 6, 7 और 8 में "1-08-50" क्षेत्र के स्थान पर "1-17-40" क्षेत्र रखा जाएगा ;
108. पृष्ठ सं. 2857 पर, स्तंभ सं. 2 के गांव "वि.के.सलगर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "286/1A, 286/1B" के स्तंभ सं. 6, 7 और 8 में "1-06-70" क्षेत्र के स्थान पर "1-09-80" क्षेत्र रखा जाएगा ;
109. पृष्ठ सं. 2857 पर, स्तंभ सं. 2 के गांव "वि.के.सलगर" के सामने, स्तंभ सं. 3, 4 के सर्वे सं. "90/A & 90/B" के स्थान पर "90/1A & 90/1B" रखा जाएगा ;
110. पृष्ठ सं. 2858 पर, स्तंभ सं. 2 के गांव "वि.के.सलगर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "91/1 + 2" के स्तंभ सं. 6, 7 और 8 में "0-03-20" क्षेत्र के स्थान पर "0-28-40" क्षेत्र रखा जाएगा ;
111. पृष्ठ सं. 2858 पर, स्तंभ सं. 2 के गांव "वि.के.सलगर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "135/1" के स्तंभ सं. 6, 7 और 8 में "0-00-30" क्षेत्र के स्थान पर "0-00-80" क्षेत्र रखा जाएगा ;
112. पृष्ठ सं. 2858 पर, स्तंभ सं. 2 के गांव "वि.के.सलगर" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "135/2A, 135/2B, 135/2C, 135/2D" के स्तंभ सं. 6, 7 और 8 में "0-87-90" क्षेत्र के स्थान पर "0-95-00" क्षेत्र रखा जाएगा ;
113. पृष्ठ सं. 2858 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "73/4" के स्तंभ सं. 6, 7 और 8 में "0-10-40" क्षेत्र के स्थान पर "0-18-20" क्षेत्र रखा जाएगा ;
114. पृष्ठ सं. 2858 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "73/3" के स्तंभ सं. 6, 7 और 8 में "0-14-00" क्षेत्र के स्थान पर "0-17-30" क्षेत्र रखा जाएगा ;
115. पृष्ठ सं. 2858 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "72/1" के स्तंभ सं. 6, 7 और 8 में "0-38-90" क्षेत्र के स्थान पर "0-46-00" क्षेत्र रखा जाएगा ;

116. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "62" के स्तंभ सं. 6, 7 और 8 में "0-60-90" क्षेत्र के स्थान पर "0-68-00" क्षेत्र रखा जाएगा ;
117. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "60" के स्तंभ सं. 6, 7 और 8 में "0-02-00" क्षेत्र के स्थान पर "0-02-70" क्षेत्र रखा जाएगा ;
118. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "41/1" के स्तंभ सं. 6, 7 और 8 में "0-55-00" क्षेत्र के स्थान पर "0-59-30" क्षेत्र रखा जाएगा ;
119. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "41/3" के स्तंभ सं. 6, 7 और 8 में "0-06-70" क्षेत्र के स्थान पर "0-09-00" क्षेत्र रखा जाएगा ;
120. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "41/4" के स्तंभ सं. 6, 7 और 8 में "0-37-70" क्षेत्र के स्थान पर "0-42-40" क्षेत्र रखा जाएगा ;
121. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "42/4" के स्तंभ सं. 6, 7 और 8 में "0-01-80" क्षेत्र के स्थान पर "0-29-10" क्षेत्र रखा जाएगा ;
122. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "46/3" के स्तंभ सं. 6, 7 और 8 में "0-04-80" क्षेत्र के स्थान पर "0-08-20" क्षेत्र रखा जाएगा ;
123. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "313" के स्तंभ सं. 6, 7 और 8 में "0-23-80" क्षेत्र के स्थान पर "0-34-80" क्षेत्र रखा जाएगा ;
124. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "32" के स्तंभ सं. 6, 7 और 8 में "0-67-90" क्षेत्र के स्थान पर "0-70-80" क्षेत्र रखा जाएगा ;
125. पृष्ठ सं. 2859 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "33, 33/AB, 33/C" के स्तंभ सं. 6, 7 और 8 में "0-62-30" क्षेत्र के स्थान पर "0-63-00" क्षेत्र रखा जाएगा ;

126. पृष्ठ सं. 2858 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "34" के स्तंभ सं. 6, 7 और 8 में "0-32-30" क्षेत्र के स्थान पर "0-33-90" क्षेत्र रखा जाएगा ;
127. पृष्ठ सं. 2858 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "35" के स्तंभ सं. 6, 7 और 8 में "0-01-20" क्षेत्र के स्थान पर "0-02-50" क्षेत्र रखा जाएगा ;
128. पृष्ठ सं. 2858 पर, स्तंभ सं. 2 के गांव "लेंगटी" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "24" के स्तंभ सं. 6, 7 और 8 में "0-02-30" क्षेत्र के स्थान पर "0-02-70" क्षेत्र रखा जाएगा ;
129. पृष्ठ सं. 2860 पर, स्तंभ सं. 2 के गांव "लाडमोगली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "18" के स्तंभ सं. 6, 7 और 8 में "0-44-40" क्षेत्र के स्थान पर "0-57-60" क्षेत्र रखा जाएगा ;
130. पृष्ठ सं. 2860 पर, स्तंभ सं. 2 के गांव "लाडमोगली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "25/A, 25/B, 25/C" के स्तंभ सं. 6, 7 और 8 में "1-31-50" क्षेत्र के स्थान पर "1-34-40" क्षेत्र रखा जाएगा ;
131. पृष्ठ सं. 2860 पर, स्तंभ सं. 2 के गांव "लाडमोगली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "27/1" के स्तंभ सं. 6, 7 और 8 में "0-33-70" क्षेत्र के स्थान पर "0-34-20" क्षेत्र रखा जाएगा ;
132. पृष्ठ सं. 2860 पर, स्तंभ सं. 2 के गांव "लाडमोगली" के सामने, स्तंभ सं. 3, 4 की सर्वे सं. "27/2" के स्तंभ सं. 6, 7 और 8 में "0-26-50" क्षेत्र के स्थान पर "0-28-40" क्षेत्र रखा जाएगा ;

[ फा. सं. एल/14014/16/2002-जी.पी. ]

स्वामी सिंह, निदेशक

New Delhi, the 23rd September, 2002

**S. O. 3069.— In exercise of the powers conferred by sub-section (I) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S. O. 959 dated 13-03-2002, published at pages 2861 – 2883 in part II, section 3, sub-section (ii) of the Gazette of India, dated the 16-03-2002, namely:-**

In the Schedule to the said notification: -

1. At page 2861, against village **“Kamanhalli”** in column 2, in Survey No. “42/2” in column 3, 4, for the areas “0-01-60”, in column 6, 7, and 8 the areas “0-09-90” shall be substituted.
2. At page 2861, against village **“Kamanhalli”** in column 2, in Survey No. “42/9/2, 42/9/1” in column 3, 4, for the areas “0-17-20”, in column 6, 7, and 8 the areas “0-21-30” shall be substituted.
3. At page 2861, against village **“Kamanhalli”** in column 2, in Survey No. “31/2A, 31/2B” in column 3, 4, for the areas “0-35-10”, in column 6, 7, and 8 the areas “0-40-70” shall be substituted.
4. At page 2861, against village **“Kamanhalli”** in column 2, in Survey No. “69/2” in column 3, 4, for the areas “0-00-10”, in column 6, 7, and 8 the areas “0-05-00” shall be substituted.
5. At page 2861, against village **“Kamanhalli”** in column 2, in Survey No. “68/1, 68/2” in column 3, 4, for the areas “0-42-90”, in column 6, 7, and 8 the areas “0-44-80” shall be substituted.

6. At page 2862, against village **"Kamanhalli"** in column 2, in Survey No. "7/A, 7/B, 7/C, 7/D, 7/E, 7/F, 7/G" in column 3, 4, for the areas "0-97-70", in column 6, 7, and 8 the areas "0-99-20" shall be substituted.
7. At page 2862, against village **"Kamanhalli"** in column 2, in Survey No. "6/1, 6/2" in column 3, 4, for the areas "0-34-20", in column 6, 7, and 8 the areas "0-36-60" shall be substituted.
8. At page 2862, against village **"Kamanhalli"** in column 2, in Survey No. "9/3/1, 9/3/2" in column 3, 4, for the areas "0-11-70", in column 6, 7, and 8 the areas "0-13-80" shall be substituted.
9. At page 2862, against village **"Kamanhalli"** in column 2, in Survey No. "9/7" in column 3, 4, for the areas "0-00-70", in column 6, 7, and 8 the areas "0-01-10" shall be substituted.
10. At page 2862, against village **"Kamanhalli"** in column 2, in Survey No. "9/6/1, 9/6/2" in column 3, 4, for the areas "0-05-80", in column 6, 7, and 8 the areas "0-07-60" shall be substituted.
11. At page 2862, against village **"Kamanhalli"** in column 2, in Survey No. "9/10/1, 9/10/2" in column 3, 4, for the areas "0-43-80", in column 6, 7, and 8 the areas "0-46-80" shall be substituted.
12. At page 2862, against village **"Kamanhalli"** in column 2, in Survey No. "10/3" in column 3, 4, for the areas "0-98-60", in column 6, 7, and 8 the areas "1-02-00" shall be substituted.
13. At page 2862, against village **"Sakarga"** in column , in Survey No. "55/2A, 55/2B" in column 3, 4, for the areas "0-56-90", in column 6, 7, and 8 the areas "0-59-40" shall be substituted.
14. At page 2862, against village **"Sakarga"** in column 2, in Survey No. 56/1A, 56/1B, 56/1C, 56/1D, in column 3, 4, for the areas "0-77-00", in column 6, 7, and 8 the areas "0-81-00" shall be substituted.

15. At page 2862, against Village **"Sakarga"** in column 2, in Survey No. "71" in column 3, 4, for the areas "0-22-00" in column 6, 7, and 8 the areas "0-27-40" shall be substituted.
16. At page 2863, against village **"Sakarga"** in column 2, in Survey No. "79/3" in column 3, 4, for the areas "0-31-90, in column 6, 7, and 8 the areas "0-37-20" shall be substituted.
17. At page 2863, against village **"Sakarga"** in column 2, in Sy. No. 9/2A, 9/2B, 9/2c, 9/2D, 9/2E, in column No. 3, 4, for the areas "0-45-00" in column 6, 7, and 8 the areas "0-57-40" shall be substituted.
18. At page 2863, against village **"Sakarga"** in column 2, in Sy. No. 19/A, 19/B, 19/C, 19/D, 19/E," in column No. 3, 4, for the areas "0-17-70" in column 6, 7, and 8 the areas "0-18-90" shall be substituted.
19. At page 2863, against village **"Sawaleswar"** in column 2, in Survey No. "184/11" in column 3, 4, for the areas "0-08-60", in column 6,7,and 8 the areas "0-09-20" shall be substituted.
20. At page 2863, against village **"Sawaleswar"** in column 2, in Survey No. "184/14" in column 3, 4, for the areas "0-10-60", in column 6,7,and 8 the areas "0-11-40" shall be substituted.
21. At page 2863, against village **"Sawaleswar"** in column 2, in Survey No. "184/12" in column 3, 4, for the areas "0-44-50", in column 6,7,and 8 the areas "0-50-50" shall be substituted.
22. At page 2863, against village **"Sawaleswar"** in column 2, in Survey No. "115/3" in column 3, 4, for the areas "0-03-30", in column 6,7,and 8 the areas "0-04-60" shall be substituted.
23. At page 2864, against village **"Sawaleswar"** in column 2, in Survey No. "174/1A, 174/1B" in column 3, 4, for the areas "0-43-60", in column 6,7, and 8 the areas "0-45-20" shall be substituted.

24. At page 2864, against village **"Sawaleswar"** in column 2, in Survey No. "3/2A, 3/2B" in column 3, 4, for the areas "0-20-00", in column 6,7,and 8 the areas "0-25-70" shall be substituted.
25. At page 2864, against village **"Sawaleswar"** in column 2, in Survey No. "16/2" in column 3, 4, for the areas "0-26-50", in column 6,7,and 8 the areas "0-31-80" shall be substituted.
26. At page 2864, against village **"Sawaleswar"** in column 2, in Survey No. "23/1,23/2,23/3,23/4,23/5,23/6,23/7" in column 3, 4, for the areas "0-53-60", in column 6,7,and 8 the areas "0-55-10" shall be substituted.
27. At page 2865, against village **"Sawaleswar"** in column 2, in Survey No. "44/A, 44/B, 44/C" in column 3, 4, for the areas "0-50-70", in column 6,7, and 8 the areas "0-55-90" shall be substituted.
28. At page 2865, against village **"Sawaleswar"** in column 2, in Survey No. "45/A, 45/B, 45/C" in column 3, 4, for the areas "0-71-70", in column 6,7, and 8 the areas "1-03-30" shall be substituted.
29. At page 2866, against village **"Khanapur"** in column 2, in Survey No. "75/2" in column 3, 4, for the areas "0-00-70", in column 6,7, and 8 the areas "0-12-00" shall be substituted.
30. At page 2866, against village **"Khanapur"** in column 2, in Survey No. "76/1" in column 3, 4, for the areas "0-08-80", in column 6,7, and 8 the areas "0-10-20" shall be substituted.
31. At page 2866, against village **"Khanapur"** in column 2, in Survey No. "77/A, 77/B, 77/C" in column 3, 4, for the areas "0-29-40", in column 6,7, and 8 the areas "0-31-50" shall be substituted.
32. At page 2865, against village **"Khanapur"** in column 2, in Survey No. "84/1A, 84/1/B, 84/B, 84/3" in column 3, 4, for the areas "0-18-70", in column 6,7, and 8 the areas "0-22-80" shall be substituted.



33. At page 2865, against village **"Khanapur"** in column 2, in Survey No. "83/1" in column 3, 4, for the areas "0-54-50", in column 6,7, and 8 the areas "0-57-00" shall be substituted.
34. At page 2865, against village **"Khanapur"** in column 2, in Survey No. "83/2A, 83/2B, 83/2C" in column 3, 4, for the areas "0-59-70", in column 6,7, and 8 the areas "0-63-30" shall be substituted.
35. At page 2866, against village **"Khanapur"** in column 2, in Survey No. "42/2" in column 3, 4, for the areas "0-06-70", in column 6,7, and 8 the areas "0-17-00" shall be substituted.
36. At page 2866, against village **"Khanapur"** in column 2, in Survey No. "37" in column 3,4, for the areas "0-26-30", in column 6,7, and 8 the areas "0-33-00" shall be substituted.
37. At page 2866, against village **"Khanapur"** in column 2, in Survey No. "34/8" in column 3,4, for the areas "0-25-00", in column 6,7, and 8 the areas "0-28-80" shall be substituted.
38. At page 2866, against village **"Khanapur"** in column 2, in Survey No. "34/6" in column 3,4, for the areas "0-25-50", in column 6,7, and 8 the areas "0-30-90" shall be substituted.
39. At page 2866, against village **"Khanapur"** in column 2, in Survey No. "33/1/A+C, 33/1B" in column 3,4, for the areas "0-45-80", in column 6,7, and 8 the areas "0-47-80" shall be substituted.
40. At page 2866, against village **"Hebhalli"** in column 2, in Survey No. "51/1" in column 3, 4, for the areas "0-09-30", in column 6,7, and 8 the areas "0-12-60" shall be substituted.
41. At page 2866, against village **"Hebhalli"** in column 2, in Survey No. "50/2" in column 3, 4, for the areas "0-21-00", in column 6,7, and 8 the areas "0-67-20" shall be substituted.

42. At page 2866, against village **"Hebhalli"** in column 2, in Survey No. "48/1" in column 3, 4, for the areas "0-08-90", in column 6, 7, and 8 the areas "0-21-60" shall be substituted.
43. At page 2867, against village **"Hebhalli"** in column 2, in Survey No. "47/2A, 47/2B" in column 3, 4, for the areas "0-29-50", in column 6, 7, and 8 the areas "0-33-00" shall be substituted.
44. At page 2866, against village **"Hebhalli"** in column 2, in Survey No. "43/A, 43/B, 43/C" in column 3, 4, for the areas "0-49-90", in column 6, 7, and 8 the areas "0-52-20" shall be substituted.
45. At page 2867, against village **"Hebhalli"** in column 2, in Survey No. "40/A, 40/B, 40/C, 40/D" in column 3, 4, for the areas "0-78-80", in column 6, 7, and 8 the areas "0-79-20" shall be substituted.
46. At page 2867, against village **"Aland"** in column 2, in Survey No. "353/1, 353/2/1, 353/2/2" in column 3, 4, for the areas "0-77-60", in column 6, 7, and 8 the areas "0-90-80" shall be substituted.
47. At page 2868, against village **"Aland"** in column 2, in Survey No. "357/2/1, 357/2/2, 357/2/3, 357/2/4, 357/2/5, 357/2/6, 357/2/7, 357/2/8, 357/2/9" in column 3, 4, for the areas "1-04-30", in column 6, 7, and 8 the areas "1-32-00" shall be substituted.
48. At page 2868, against village **"Aland"** in column 2, in Survey No. "366/5" in column 3, 4, for the areas "0-22-10", in column 6, 7, and 8 the areas "0-23-40" shall be substituted.
49. At page 2868, against village **"Aland"** in column 2, in Survey No. "359/A, 359/2/B" in column 3, 4, for the areas "0-08-30", in column 6, 7, and 8 the areas "0-08-70" shall be substituted.
50. At page 2868, against village **"Aland"** in column 2, in Survey No. "360/2A, 360/2B, 360/2C, 360/2D," in column 3, 4, for the areas "0-30-90", in column 6, 7, and 8 the areas "0-32-10" shall be substituted.

51. At page 2868 - 69, against village **"Aland"** in column 2, in Survey No. "236/A, 236/B, 236/B/B, 236/B/A, 236/C, 236/D, 236/E" in column 3, 4, for the areas "0-38-70", in column 6,7, and 8 the areas "0-39-60" shall be substituted.
52. At page 2869, against village **"Aland"** in column 2, in Survey No. "254/A, 254/B, 254/C, 254/D" in column 3, 4, for the areas "0-81-50", in column 6,7, and 8 the areas "0-86-20" shall be substituted.
53. At page 2869, against village **"Aland"** in column 2, in Survey No. "260/1A, 260/2B, 260/2C, 260/D, 260/E, 260/F, 260/2" in column 3,4, for the areas "0-52-30", in column 6,7, and 8 the areas "0-59-10" shall be substituted.
54. At page 2869, against village **"Aland"** in column 2, in Survey No. "266/1/B, 266/2/A, 266/2/B, 266/1/A" in column 3, 4, for the areas "0-94-70", in column 6,7, and 8 the areas "0-96-00" shall be substituted.
55. At page 2870, against village **"Aland"** in column 2, in Survey No. "269, 269/A" in column 3, 4, for the areas "0-49-00", in column 6,7, and 8 the areas "0-54-20" shall be substituted.
56. At page 2870, against village **"Aland"** in column 2, in Survey No. "177/2A, 177/2B" in column 3, 4, for the areas "0-63-80", in column 6,7, and 8 the areas "0-71-40" shall be substituted.
57. At page 2870, against village **"Kinnisultan"** in column 2, in Survey No. "70/15A, 70/15B" in column 3, 4, for the areas "0-02-80", in column 6,7, and 8 the areas "0-03-40" shall be substituted.
58. At page 2870, against village **"Kinnisultan"** in column 2, in Survey No. "70/16A, 70/16B, 70/16/C" in column 3, 4, for the areas "0-23-20", in column 6,7, and 8 the areas "0-24-10" shall be substituted.
59. At page 2870, against village **"Kinnisultan"** in column 2, in Survey No. "69/8" in column 3, 4, for the areas "0-12-40", in column 6,7, and 8 the areas "0-15-00" shall be substituted.

60. At page 2870, against village **"Kinnisultan"** in column 2, in Survey No. "69/10" in column 3, 4, for the areas "0-09-20", in column 6,7, and 8 the areas "0-15-00" shall be substituted.
61. At page 2871, against village **"Honahalli "** in column 2, in Survey No. "1/A, 1/B" in column 3, 4, for the areas "0-55-30", in column 6,7, and 8 the areas "0-60-30" shall be substituted.
62. At page 2871, against village **"Honahalli "** in column 2, in Survey No. "10/1" in column 3, 4, for the areas "0-12-20", in column 6,7, and 8 the areas "0-17-40" shall be substituted.
63. At page 2871, against village **"Honahalli "** in column 2, in Survey No. "10/2" in column 3, 4, for the areas "0-61-40", in column 6,7, and 8 the areas "0-72-00" shall be substituted.
64. At page 2872, against village **"Tadakal "** in column 2, in Survey No. "1128/A, 1128/B, " in column 3, 4, for the areas "0-33-60", in column 6,7, and 8 the areas "0-34-80" shall be substituted.
65. At page 2872, against village **"Tadakal "** in column 2, in Survey No. "1127," in column 3, 4, for the areas "0-13-90", in column 6,7, and 8 the areas "0-19-80" shall be substituted.
66. At page 2872, against village **"Tadakal "** in column 2, in Survey No. "1095," in column 3, 4, for the areas "0-44-10", in column 6,7, and 8 the areas "0-53-70" shall be substituted.
67. At page 2872, against village **"Tadakal "** in column 2, in Survey No. "1092/A, 1092/B, " in column 3, 4, for the areas "0-21-10", in column 6,7, and 8 the areas "0-24-90" shall be substituted.
68. At page 2872, against village **"Tadakal "** in column 2, in Survey No. "1083/A, 1083/B, 1083/C " in column 3, 4, for the areas "0-64-20", in column 6,7, and 8 the areas "0-75-60" shall be substituted.
69. At page 2872, against village **"Tadakal "** in column 2, in Survey No. "1061/A, 1061/B, " in column 3, 4, for the areas "0-00-80", in column 6,7, and 8 the areas "0-01-00" shall be substituted.

70. At page 2873, against village “**Tadakal**” in column 2, in Survey No. “1058,” in column 3, 4, for the areas “0-21-90”, in column 6,7, and 8 the areas “0-22-30” shall be substituted.
71. At page 2873, against village “**Tadakal**” in column 2, in Survey No. “1056/A, 1056/B,” in column 3, 4, for the areas “0-80-60”, in column 6,7, and 8 the areas “0-81-30” shall be substituted.
72. At page 2873, against village “**Tadakal**” in column 2, in Survey No. “994,” in column 3, 4, for the areas “1-71-70”, in column 6,7, and 8 the areas “1-77-40” shall be substituted.
73. At page 2873, against village “**Tadakal**” in column 2, in Survey No. “968/A, 968/B, 968/C ” in column 3, 4, for the areas “0-24-10”, in column 6,7, and 8 the areas “0-61-20” shall be substituted.
74. At page 2873, against village “**Tadakal**” in column 2, in Survey No. “952/A, 952/B, 952/C, 952/D, 952/E, 952/F, ” in column 3, 4, for the areas “0-39-70”, in column 6,7, and 8 the areas “0-40-10” shall be substituted.
75. At page 2874, against village “**Tadakal**” in column 2, in Survey No. “901,” in column 3, 4, for the areas “0-00-40”, in column 6,7, and 8 the areas “0-04-00” shall be substituted.
76. At page 2874, against village “**Tadakal**” in column 2, in Survey No. “902,” in column 3, 4, for the areas “0-03-80”, in column 6,7, and 8 the areas “0-09-20” shall be substituted.
77. At page 2874, against village “**Tadakal**” in column 2, in Survey No. “903,” in column 3, 4, for the areas “0-07-90”, in column 6,7, and 8 the areas “0-10-20” shall be substituted.
78. At page 2874, against village “**Tadakal**” in column 2, in Survey No. “884,” in column 3, 4, for the areas “0-09-80”, in column 6,7, and 8 the areas “0-11-80” shall be substituted.
79. At page 2874, against village “**Tadakal**” in column 2, in Survey No. “871,” in column 3, 4, for the areas “0-16-60”, in column 6,7, and 8 the areas “0-17-20” shall be substituted.

80. At page 2874, against village “**Tadakal**” in column 2, in Survey No. “867/A1, 867/A2, 867/B1, 867/B2,” in column 3, 4, for the areas “0-69-50”, in column 6,7, and 8 the areas “0-71-80” shall be substituted.
81. At page 2874, against village “**Tadakal**” in column 2, in Survey No. “917,” in column 3, 4, for the areas “0-33-60”, in column 6,7, and 8 the areas “0-34-80” shall be substituted.
82. At page 2875, against village “**Tadakal**” in column 2, in Survey No. “798/A, 798/B,” in column 3, 4, for the areas “0-55-30”, in column 6,7, and 8 the areas “0-56-40” shall be substituted.
83. At page 2875, against village “**Tadakal**” in column 2, in Survey No. “797/A, 797/B,” in column 3, 4, for the areas “0-01-80”, in column 6,7, and 8 the areas “0-14-10” shall be substituted.
84. At page 2875, against village “**Tadakal**” in column 2, in Survey No. “771,” in column 3, 4, for the areas “0-13-40”, in column 6,7, and 8 the areas “0-49-80” shall be substituted.
85. At page 2875, against village “**Tadakal**” in column 2, in Survey No. “768/A, 768/B-1, 768/C,” in column 3, 4, for the areas “0-63-40”, in column 6,7, and 8 the areas “0-66-30” shall be substituted.
86. At page 2875, against village “**Tadakal**” in column 2, in Survey No. “735/A-1, 735/A-2, 735/B,” in column 3, 4, for the areas “0-35-80”, in column 6,7, and 8 the areas “0-37-80” shall be substituted.
87. At page 2876, against village “**Nagalgoan**” in column 2, in Survey No. “13/1, 13/2/1, 13/2/2” in column 3, 4, for the areas “0-36-70”, in column 6,7, and 8 the areas “0-37-40” shall be substituted.
88. At page 2876, against village “**Sanagunda**” in column 2, in Survey No. “56/A, 56/B, 56/C, 56/D” in column 3, 4, for the areas “0-67-70”, in column 6,7, and 8 the areas “0-68-50” shall be substituted.
89. At page 2876, against village “**Sanagunda**” in column 2, in Survey No. “57/1” in column 3, 4, for the areas “0-35-20”, in column 6,7, and 8 the areas “0-56-80” shall be substituted.

90. At page 2877, against village **"Sanagunda"** in column 2, in Survey No. "78" in column 3, 4, for the areas "0-40-80", in column 6,7, and 8 the areas "0-46-80" shall be substituted.
91. At page 2877, against village **"Sanagunda"** in column 2, in Survey No. "6/3" in column 3, 4, for the areas "0-16-20", in column 6,7,and 8 the areas "0-17-20" shall be substituted.
92. At page 2877, against village **"Sanagunda"** in column 2, in Survey No. "7/1" in column 3, 4, for the areas "0-09-30", in column 6,7,and 8 the areas "0-16-20" shall be substituted.
93. At page 2877, against village **"Sanagunda"** in column 2, in Survey No. "7/3" in column 3, 4, for the areas "0-11-00", in column 6,7,and 8 the areas "0-13-00" shall be substituted.
94. At page 2877, against village **"Sanagunda"** in column 2, in Survey No. "18/1A, 18/1B, 18/1C, 18/1D, 18/1E, 18/1F, 18/1G" in column 3, 4, for the areas "1-94-60", in column 6,7,and 8 the areas "2-09-10" shall be substituted.
95. At page 2878, against village **"Savalagi"** in column 2, in Survey No. "9/4" in column 3, 4, for the areas "0-22-60", in column 6,7,and 8 the areas "0-56-30" shall be substituted.
96. At page 2878, against village **"Savalagi"** in column 2, in Survey No. "9/2" in column 3, 4, for the areas "0-74-40", in column 6,7,and 8 the areas "1-08-80" shall be substituted.
97. At page 2878, against village **"Savalagi"** in column 2, in Survey No. "11/1, 11/2" in column 3, 4, for the areas "1-27-60", in column 6,7,and 8 the areas "1-29-00" shall be substituted.
98. At page 2878, against village **"Belambgi"** in column 2, in Survey No. "191/1A, 191/2, 191/3, 191/4, 191/5" in column 3, 4, for the areas "0-34-50", in column 6,7, and 8 the areas "0-53-40" shall be substituted.
99. At page 2878, against village **"Belambgi"** in column 2, in Survey No. "188/1A, 188/1B" in column 3, 4, for the areas "0-14-90", in column 6,7, and 8 the areas "0-19-40" shall be substituted.

100. At page 2878, against village **"Belambgi"** in column 2, in Survey No. "188/5" in column 3, 4, for the areas "0-35-90", in column 6,7, and 8 the areas "0-38-70" shall be substituted.
101. At page 2879, against village **"Belambgi"** in column 2, in Survey No. "185/2" in column 3, 4, for the areas "0-66-40", in column 6,7, and 8 the areas "0-66-90" shall be substituted.
102. At page 2879, against village **"Belambgi"** in column 2, in Survey No. "175/3" in column 3, 4, for the areas "0-05-90", in column 6,7, and 8 the areas "0-11-00" shall be substituted.
103. At page 2879, against village **"Belambgi"** in column 2, in Survey No. "175/4" in column 3, 4, for the areas "0-22-30", in column 6,7, and 8 the areas "0-25-20" shall be substituted.
104. At page 2879, against village **"V.K. Salgar"** in column 2, in Survey No. "323/1" in column 3, 4, for the areas "0-40-20", in column 6,7, and 8 the areas "0-51-90" shall be substituted.
105. At page 2879, against village **"V.K. Salgar"** in column 2, in Survey No. "312/A, 312/B" in column 3, 4, for the areas "1-24-20", in column 6,7, and 8 the areas "1-27-20" shall be substituted.
106. At page 2880, against village **"V.K. Salgar"** in column 2, in Survey No. "293/A" in column 3, 4, for the areas "0-00-10", in column 6,7, and 8 the areas "0-70-20" shall be substituted.
107. At page 2880, against village **"V.K. Salgar"** in column 2, in Survey No. "290/1A, 290/1B, 290/1C, 290/1D" in column 3, 4, for the areas "1-08-50", in column 6,7, and 8 the areas "1-17-40" shall be substituted.
108. At page 2880, against village **"V.K. Salgar"** in column 2, in Survey No. "286/1A, 286/1B" in column 3, 4, for the areas "1-06-70", in column 6,7, and 8 the areas "1-09-80" shall be substituted.
109. At page 2881, against village **"V.K. Salgar"** in column 3 & 4, for Survey No. "90/A and 90/B," "90/1A, 90/1B" shall be substituted.
110. At page 2881, against village **"V.K. Salgar"** in column 2, in Survey No. "91/1+2" in column 3, 4, for the areas "0-03-20", in column 6,7, and 8 the areas "0-28-40" shall be substituted.



111. At page 2881, against village **"V.K. Salgar"** in column 2, in Survey No. "135/1," in column 3, 4, for the areas "0-00-30", in column 6,7, and 8 the areas "0-00-80" shall be substituted.
112. At page 2881, against village **"V.K. Salgar"** in column 2, in Survey No. "135/2A, 135/2B, 135/2C, 135/2D," in column 3, 4, for the areas "0-87-90", in column 6,7, and 8 the areas "0-95-00" shall be substituted.
113. At page 2881, against village **"Lengti"** in column 2, in Survey No. "73/4" in column 3, 4, for the areas "0-10-40", in column 6,7, and 8 the areas "0-18-20" shall be substituted.
114. At page 2881, against village **"Lengti"** in column 2, in Survey No. "73/3" in column 3, 4, for the areas "0-14-00", in column 6,7, and 8 the areas "0-17-30" shall be substituted.
115. At page 2881, against village **"Lengti"** in column 2, in Survey No. "72/1" in column 3, 4, for the areas "0-38-90", in column 6,7, and 8 the areas "0-46-00" shall be substituted.
116. At page 2881, against village **"Lengti"** in column 2, in Survey No. "62" in column 3, 4, for the areas "0-60-90", in column 6,7, and 8 the areas "0-68-00" shall be substituted.
117. At page 2881, against village **"Lengti"** in column 2, in Survey No. "60" in column 3, 4, for the areas "0-02-00", in column 6,7, and 8 the areas "0-02-70" shall be substituted.
118. At page 2881, against village **"Lengti"** in column 2, in Survey No. "41/1" in column 3, 4, for the areas "0-55-00", in column 6,7, and 8 the areas "0-59-30" shall be substituted.
119. At page 2881, against village **"Lengti"** in column 2, in Survey No. "41/3" in column 3, 4, for the areas "0-06-70", in column 6,7, and 8 the areas "0-09-00" shall be substituted.
120. At page 2881, against village **"Lengti"** in column 2, in Survey No. "41/4" in column 3, 4, for the areas "0-37-70", in column 6,7, and 8 the areas "0-42-40" shall be substituted.

121. At page 2881, against village **"Lengti"** in column 2, in Survey No. "42/4" in column 3, 4, for the areas "0-01-80", in column 6,7,and 8 the areas "0-29-10" shall be substituted.
122. At page 2882, against village **"Lengti"** in column 2, in Survey No. "46/3" in column 3, 4, for the areas "0-04-80", in column 6,7,and 8 the areas "0-08-20" shall be substituted.
123. At page 2882, against village **"Lengti"** in column 2, in Survey No. "31/3" in column 3, 4, for the areas "0-23-80", in column 6,7,and 8 the areas "0-34-80" shall be substituted.
124. At page 2882, against village **"Lengti"** in column 2, in Survey No. "32" in column 3, 4, for the areas "0-67-90", in column 6,7,and 8 the areas "0-70-80" shall be substituted.
125. At page 2882, against village **"Lengti"** in column 2, in Survey No. "33, 33/AB, 33/C" in column 3, 4, for the areas "0-62-30", in column 6,7,and 8 the areas "0-63-00" shall be substituted.
126. At page 2882, against village **"Lengti"** in column 2, in Survey No. "34" in column 3, 4, for the areas "0-32-30", in column 6,7,and 8 the areas "0-33-90" shall be substituted.
127. At page 2882, against village **"Lengti"** in column 2, in Survey No. "35" in column 3, 4, for the areas "0-01-20", in column 6,7,and 8 the areas "0-02-50" shall be substituted.
128. At page 2882, against village **"Lengti"** in column 2, in Survey No. "24" in column 3, 4, for the areas "0-02-30", in column 6,7,and 8 the areas "0-02-70" shall be substituted.
129. At page 2883, against village **"Ladmoghali"** in column 2, in Survey No. "18," in column 3, 4, for the areas "0-44-40", in column 6,7, and 8 the areas "0-57-60" shall be substituted.
130. At page 2883, against village **"Ladmoghali"** in column 2, in Survey No. "25/A, 25/B, 25/C" in column 3, 4, for the areas "1-31-50", in column 6,7, and 8 the areas "1-34-40" shall be substituted.
131. At page 2883, against village **"Ladmoghali"** in column 2, in Survey No. "27/1" in column 3, 4, for the areas "0-33-70", in column 6,7, and 8 the areas "0-34-20"

132. At page 2883, against village “**Ladmoghali**” in column 2, in Survey No. “27/2” in column 3, 4, for the areas “0-26-50”, in column 6,7, and 8 the areas “0-28-40” shall be substituted.

[No.L.14014/16/2002-G.P.)]  
SWAMI SINGH, Director

नई दिल्ली, 24 सितम्बर, 2002

का. आ. 3070.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 690 तारीख 22 मार्च, 2002 द्वारा सलाया मथुरा पाइपलाइन प्रणाली के विरमगाम-कोयली सेक्शन के संवर्धन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जाने के लिए गुजरात राज्य में विरमगाम से कोयली तक अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार अर्जित करने के अपने आशय की घोषणा की थी;

और सक्षम प्राधिकारी ने उसमें पाइपलाइन बिछाई जाने के संबंध में जनता से प्राप्त सुझावों पर विचार कर लिया है और उन्हें अननुशात कर दिया है।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 01 अप्रैल, 2002 को उपलब्ध करा दी गई थीं

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि पाइप लाइन बिछाई जाने के लिए उक्त भूमि अपेक्षित है उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि के उपयोग के अधिकार का अर्जन पाइप लाइन बिछाई जाने के लिए किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि पाइपलाइन बिछाई जाने के लिए उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

तालुका :आंकलाव		जिल्ला : आणंद		राज्य : गुजरात	
गाँव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
आसोदर	223		0	03	35
	222		0	20	61
	108		0	13	85
	106		0	01	96
	109		0	04	99
	114		0	14	97
	115		0	08	57
	117		0	18	96
	119		0	12	10
	118		0	01	73
	131		0	05	95
	79	2	0	06	92
	79	1	0	03	26
	80		0	06	25
	81		0	00	20
	77		0	10	43
	76	2	0	11	98
	76	1	0	05	76
	75		0	07	44
	74		0	00	81
	37		0	08	57
	41		0	09	18
	36		0	02	98
	35		0	13	64
	31		0	14	12
	34		0	05	28
	33		0	05	72
	17		0	05	99
	9/A		0	13	49
	9/C		0	00	15
	10		0	12	25
	8		0	08	48
	1406	2	0	17	28
	1407		0	09	79
	1345		0	00	43
	1344		0	19	25
	1338		0	05	35
	1339		0	16	60
	1336		0	00	52
	1335		0	04	92
	1333		0	13	49
	1217		0	00	20

1	2	3	4	5	6
	1216		0	19	73
	1207		0	00	86
	1208		0	07	15
	1205		0	07	85
	1204		0	23	73
	1203		0	02	44
	1198		0	11	66
	1199		0	00	35
	1200		0	09	13
	1201		0	08	20
	1192		0	17	88
	1191		0	03	48
	999		0	00	62
	1000		0	15	61
	1001		0	03	05
	1002		0	03	88
	956		0	15	03
	1006		0	13	58
	955		0	03	01
	1105		0	03	41
	1104		0	06	70
	1106		0	00	20
	1103		0	04	07
	1102		0	02	96
	1100	2	0	08	80
	1093	1/P	0	02	24
	1093	2/P	0	05	69
	1094	1	0	19	87
	1091		0	09	64
	1090		0	03	25
	1089		0	02	71
	1088		0	04	82
	1087		0	04	05
	1086		0	00	44
	1085		0	14	09
	1081		0	22	19
	1078		0	20	89
भेटासी तणपद	163	1	0	08	80
	161		0	08	20
	162		0	20	81
	160		0	10	20
	158	1	0	10	91
	144	1	0	00	46
	144	2+3	0	14	88
	148	2	0	04	20

1	2	3	4	5	6
	148	3	0	05	18
	148	4	0	00	89
	151		0	13	42
	150	2	0	07	49
	149	1	0	02	41
	149	2	0	09	55
	94	1	0	01	60
	94	3	0	27	02
	96	2/A	0	08	64
	90	2	0	09	24
	98	2	0	10	30
	89		0	04	21
मेटासी का भाग	86		0	17	61
	96	5	0	01	55
	96	6	0	05	30
	96	7	0	04	95
	96	8	0	08	83
	96	9	0	00	44
	97		0	18	55
	98	1	0	06	89
	99/P		0	06	84
	99/P		0	08	30
अंबाली	365		0	01	19
	364		0	20	15
	363		0	01	87
	362	1	0	11	84
	362	2	0	04	46
	374		0	23	77
	354	1	0	04	67
	354	2	0	10	54
	355		0	11	79
	353	1	0	00	58
	350		0	12	08
	349	2+3	0	14	19
	349	3	0	01	53
	338	1	0	04	77
	338	2/1	0	08	37
	338	3	0	13	80
	335	1	0	13	10
	279		0	29	34
	278	4	0	00	48
	280		0	14	09
	246		0	21	18
	245	2	0	02	54

1	2	3	4	5	6
	228	2	0	04	80
	228	3	0	12	95
	229		0	18	61
	230		0	18	57
	129		0	11	99
	128	1+2	0	08	84
	131		0	28	08
	136	1	0	01	49
	136	2	0	14	20
	138	1	0	06	85
	138	2	0	12	31
	140	2	0	03	96
	140	3	0	09	73
	140	4	0	06	51
	146	1	0	15	32
	146	2	0	00	59
	147	1	0	04	27
	147	2	0	04	91
	147	3	0	04	30
	147	4	0	01	12
	148		0	05	92
	149	3	0	00	17
	149	4	0	05	23
	83		0	17	45
आमरोल	85	2	0	06	60
	85	1	0	21	69
	84		0	18	90
	83		0	14	81
	82	4	0	00	20
	75		0	15	92
	74		0	13	99
	69		0	00	20
	73		0	14	14
	72	4	0	00	48
	72	5	0	05	39
	20		0	18	95
	24	1	0	07	90
	24	2	0	07	64
	26		0	30	18
	29	1+2+3	0	07	45
	29	4	0	07	32
	29	5	0	08	07
	29	6	0	05	22
	29	7	0	16	72
	543	2	0	15	45

1	2	3	4	5	6
	387		0	20	82
	385		0	18	01
	357		0	27	26
	358	1	0	07	95

[फा. सं. आर-25011/3/2002-ओ.आर-1]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 24th September, 2002

**S. O. 3070.**— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 690 dated the **28<sup>th</sup> February, 2002**, issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of crude oil from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas copies of the said notification were made available to the public on 1<sup>st</sup> April, 2002;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired for laying in pipeline

And further, in the exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the central Government hereby directs that the right of user in the said land for laying the pipeline shall instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Indian Oil Corporation Limited, free from all encumbrances.



**SCHEDULE**

Taluka : ANKLAV		District : ANAND		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
ASODAR	223		0	03	35
	222		0	20	61
	108		0	13	85
	106		0	01	96
	109		0	04	99
	114		0	14	97
	115		0	08	57
	117		0	18	96
	119		0	12	10
	118		0	01	73
	131		0	05	95
	79	2	0	06	92
	79	1	0	03	26
	80		0	06	25
	81		0	00	20
	77		0	10	43
	76	2	0	11	98
	76	1	0	05	76
	75		0	07	44
	74		0	00	81
	37		0	08	57
	41		0	09	18
	36		0	02	98
	35		0	13	64
	31		0	14	12
	34		0	05	28
	33		0	05	72
	17		0	05	99
	9/A		0	13	49
	9/C		0	00	15
	10		0	12	25
	8		0	08	48
	1406	2	0	17	28
	1407		0	09	79
	1345		0	00	43
	1344		0	19	25
	1338		0	05	35
	1339		0	16	60
	1336		0	00	52
	1335		0	04	92
	1333		0	13	49
	1217		0	00	20

1	2	3	4	5	6
	1216		0	19	73
	1207		0	00	86
	1206		0	07	15
	1205		0	07	85
	1204		0	23	73
	1203		0	02	44
	1198		0	11	66
	1199		0	00	35
	1200		0	09	13
	1201		0	06	20
	1192		0	17	88
	1191		0	03	48
	999		0	00	62
	1000		0	15	61
	1001		0	03	05
	1002		0	03	88
	956		0	15	03
	1006		0	13	58
	955		0	03	01
	1105		0	03	41
	1104		0	06	70
	1106		0	00	20
	1103		0	04	07
	1102		0	02	96
	1100	2	0	08	80
	1093	1/P	0	02	24
	1093	2/P	0	05	69
	1094	1	0	19	87
	1091		0	09	64
	1090		0	03	25
	1089		0	02	71
	1088		0	04	82
	1087		0	04	05
	1086		0	00	44
	1085		0	14	09
	1081		0	22	19
	1078		0	20	89
<b>BHETASI TALPAD</b>	163	1	0	08	60
	161		0	08	20
	162		0	20	81
	160		0	10	20
	158	1	0	10	91
	144	1	0	00	46
	144	2+3	0	14	88
	148	2	0	04	20

1	2	3	4	5	6
	148	3	0	05	18
	148	4	0	00	19
	151		0	13	42
	150	2	0	07	49
	149	1	0	02	41
	149	2	0	09	55
	94	1	0	01	60
	94	3	0	27	02
	96	2/A	0	08	64
	90	2	0	09	24
	98	2	0	10	30
	89		0	04	21
<b>BHETASI BA BHAG</b>	86		0	17	61
	96	5	0	01	55
	96	6	0	05	30
	96	7	0	04	95
	96	8	0	08	83
	96	9	0	00	44
	97		0	18	55
	98	1	0	06	89
	99/P		0	06	84
	99/P		0	08	30
<b>AMBALI</b>	365		0	01	19
	364		0	20	15
	363		0	01	87
	362	1	0	11	84
	362	2	0	04	46
	374		0	23	77
	354	1	0	04	67
	354	2	0	10	54
	355		0	11	79
	353	1	0	00	58
	350		0	12	08
	349	2+3	0	14	19
	349	3	0	01	53
	338	1	0	04	77
	338	2/1	0	08	37
	338	3	0	13	80
	335	1	0	13	10
	279		0	29	34
	278	4	0	00	48
	280		0	14	09
	246		0	21	18
	245	2	0	02	54

1	2	3	4	5	6
	228	2	0	04	80
	228	3	0	12	95
	229		0	18	61
	230		0	18	57
	129		0	11	99
	128	1+2	0	08	84
	131		0	28	08
	136	1	0	01	49
	136	2	0	14	20
	138	1	0	08	85
	138	2	0	12	31
	140	2	0	03	96
	140	3	0	09	73
	140	4	0	08	51
	146	1	0	15	32
	146	2	0	00	59
	147	1	0	04	27
	147	2	0	04	91
	147	3	0	04	30
	147	4	0	01	12
	148		0	05	92
	149	3	0	00	17
	149	4	0	05	23
	83		0	17	45
<b>AMROL</b>	85	2	0	06	60
	85	1	0	21	69
	84		0	18	90
	83		0	14	81
	82	4	0	00	20
	75		0	15	92
	74		0	13	99
	69		0	00	20
	73		0	14	14
	72	4	0	00	48
	72	5	0	05	39
	20		0	18	95
	24	1	0	07	90
	24	2	0	07	64
	26		0	30	18
	29	1+2+3	0	07	46
	29	4	0	07	32
	29	5	0	08	07
	29	6	0	05	22
	29	7	0	16	72
	543	2	0	15	45

1	2	3	4	5	6
	387		0	20	82
	385		0	18	01
	357		0	27	26
	358	1	0	07	95

[No R-25011/3/2002-O.R.-I]  
S.S. KIMWAL, Under Secy

नई दिल्ली, 24 सितम्बर, 2002

का. आ. 3071.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से कोयली तक पेट्रोलियम (अपरिष्कृत) के परिवहन के लिए सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-कोयली, सेक्शन के संवर्धन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि वह भूमि में जिसके भीतर उक्त पाइप लाइन बिछाई जाना प्रस्तावित है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए,

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसमें उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री आर.एम. पंड्या, सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन प्रभाग) पा.वा.म. 4, डाकघर विरमगाम, जिला अहमदाबाद, गुजरात-382150 को लिखित रूप में आक्षेप भेज सकता है।

### अनुसूची

तालुका : महमदाबाद		जिल्ला : खेडा		राज्य : गुजरात	
गाँव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
वासणाखुद	323		0	04	16
	7		0	01	58
	8		0	02	00
	9		0	00	20
खेडा	958	5	0	11	92

[फा.म.आर-25011/4/2002-ओ.आर.-I]

आर.एम. किमवाल, अवर सचिव

New Delhi, the 24th September, 2002

**S. O. 3071.—** Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipelines is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri R.M. Pandya, Competent Authority, Indian Oil Corporation Limited. (Pipelines Division), P.B. No. 4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

### SCHEDULE

Tal. a : MEHMEDABAD		District : KHEDA		State : GUJARAT	
			Area		
Name of the Village	Survey No.	Sub-Division No.	Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
VASNA KHURD	323		0	04	16
	7		0	01	58
	8		0	02	00
	9		0	00	20
KHEDA	958	5	0	11	92

No R-25011/4 2002-OR-I]  
SS KEMWAL Under Secy

नई दिल्ली, 24 सितम्बर, 2002

का. आ. 3072.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1090 तारीख 22 मार्च, 2002 द्वारा सलाया मथुरा पाइप लाइन प्रणाली के विरमगाम-कोयली सेक्शन के संवर्धन के कार्यान्वयन के लिए गुजरात राज्य में विरमगाम से कोयली तक अपरिष्कृत तेल का परिवहन करने के प्रयोजन के लिए पाइपलाइन बिछाने के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 18 अप्रैल, 2002 को उपलब्ध करा दी गई थीं

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केंद्राय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है इस घोषणा के प्रकाशन की तारीख से उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉरपोरेशन लिमिटेड में निहित होगा।

## अनुसूची

तालुका : महेमदाबाद		जिल्हा : खेडा		राज्य : गुजरात	
गांव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
बीडज	351		0	15	32
	352		0	06	02
	353		0	02	33
	363		0	03	89
	354		0	14	81
	361		0	00	20
	360		0	04	17
	358/B		0	09	73
	384		0	01	23
	385		0	05	71
	468		0	06	03
	467		0	00	20
	466		0	02	31
	461		0	10	81
	470		0	00	20
	460		0	05	56
	459		0	03	93
	440		0	00	32
	441		0	11	20
	447		0	00	72
	445		0	05	92
	444		0	00	44
	446		0	02	35
	593/B		0	14	08
	594		0	03	27
	604		0	00	20
	607		0	01	18
	605		0	08	58
	606		0	00	24
	612		0	05	01
	614		0	06	25
	615		0	00	30
	668		0	00	63
	656		0	06	79
	657		0	04	91
	658		0	08	59
	659		0	00	47
	663		0	06	50
	662		0	01	21



1	2	3	4	5	6
<b>बीडज</b>	681		0	10	58
	688		0	00	29
	690		0	11	95
	645		0	00	55
	691		0	10	14
	643		0	02	39
	1002		0	06	75
	998		0	04	08
	997		0	01	52
	971		0	04	21
	962	1	0	52	06
<b>सारसा</b>	388		0	03	90
	362		0	15	05
	364		0	20	81
	368		0	05	60
	380		0	14	64
	371		0	00	20
	374		0	10	98
	373		0	00	42
	375		0	06	88
	378		0	03	46
	376		0	13	89
	335		0	10	96
	337	2	0	00	96
	336	1	0	05	02
	336	2	0	00	20
	336	3	0	00	46
	336	4	0	06	81
	334	1	0	00	75
	329	2	0	01	40
	332		0	04	99
	334	3	0	02	42
	333		0	04	88
	331		0	00	20
	330	1	0	02	76
	330	2	0	02	29
	264		0	02	00
	257	1	0	06	45
	257	2	0	05	83
	493		0	05	20
	259		0	04	60
	258	1	0	04	32

1	2	3	4	5	6
सारस्वत	248		0	06	91
	249		0	06	08
	239		0	06	32
	251		0	00	20
	238		0	02	29
	237		0	05	88
	240		0	17	76
	224		0	54	60
	218		0	09	28
	215		0	07	15
	189		0	05	76
	191		0	12	39
	206		0	08	89
	192		0	01	32
	193/p		0	10	95
	194		0	06	55
	178		0	02	45
	166		0	12	91
	177		0	08	11
	175	2	0	02	36
	167		0	02	65
	165		0	00	76
	168		0	07	98
	155		0	01	11
	154	1	0	11	92
	158	2	0	12	21
	157		0	05	20
समादरा	229		0	19	29
	228		0	07	79
	219		0	09	43
	217		0	05	13
	221		0	01	08
	222		0	09	96
	225		0	00	77
	223		0	06	06
	224		0	07	82
	208		0	14	81
	198		0	23	04
	197		0	02	64
	249		0	11	75
	251		0	16	26
	253		0	17	17

1	2	3	4	5	6
समादरा	254		0	21	73
	255		0	07	48
	303/B/P		0	35	61
	303/B		0	00	20
	275		0	10	91
	282		0	02	64
	276		0	01	97
	277		0	07	73
	273		0	01	83
	272		0	08	53
	271		0	00	42
	420		0	11	20
	371		0	09	05
	419		0	15	85
	13		0	00	20
	408		0	17	57
	407		0	13	93
	406		0	00	20
	405		0	06	57
वासणाखुद	300		0	06	44
	299		0	07	23
	298		0	04	96
	302A		0	12	19
	303		0	17	58
	304		0	01	65
	284		0	04	90
	319		0	04	81
	320		0	09	46
	321		0	00	43
	282		0	10	15
	324/A		0	05	26
	326/A		0	04	22
	326/B		0	10	31
	213A		0	00	65
	212		0	05	19
	211		0	13	00
	4/A		0	02	31
	4/B		0	09	35
	3		0	53	63
देदरडा	284		0	47	03
	280		0	06	14

1	2	3	4	5	6
देहरा	281		0	12	16
	277		0	21	33
	186		0	03	84
	203		0	12	31
	200		0	20	73
	201		0	15	06
	204		0	07	41
	205		0	01	17
	206/A+B		0	15	04
	237		0	04	05
	236		0	02	77
	235		0	15	95
	234		0	01	12
	239		0	27	41
	230		0	15	94
	229		0	00	20
	240		0	00	91
खेडा	1312		0	16	16
	1311	1	0	03	67
	1310/p		0	03	35
	1310/p		0	09	59
	1309		0	05	47
	1307		0	03	19
	1308		0	09	97
	1297	3	0	00	76
	1294		0	06	16
	1295		0	06	36
	1287		0	00	20
	1286		0	07	21
	1285		0	03	42
	1283	2	0	05	15
	1284	2	0	00	43
	1175	1	0	00	24
	1175	2A	0	07	56
	1175	2D	0	03	80
	1176		0	00	21
	1177	2	0	04	28
	1218		0	02	91
	1217	2	0	07	82
	1216	3	0	02	01
	1213		0	10	41
	1209	1	0	05	10

1	2	3	4	5	6
खेडा	1208	2	0	02	30
	1207	1	0	00	20
	1207	2	0	08	54
	1207	4	0	02	56
	1207	5	0	02	57
	1207	6	0	06	92
	1207	7	0	01	27
	1190	3	0	02	00
	1190	4	0	05	87
	1192		0	03	88
	1191	1	0	04	38
	1193		0	03	43
	1156		0	04	88
	1125		0	18	81
	1085		0	11	39
	1058		0	04	07
	1080		0	09	71
	1059		0	03	94
	955		0	07	98
	956	3	0	00	60
	956	4	0	11	68
	957		0	01	96
	967		0	04	31
	821		0	10	80
	989		0	03	96
	983		0	02	49
	981		0	08	37
	979		0	13	01
	977		0	07	84
	978		0	02	88
	644		0	16	44
	651		0	08	92
	652		0	00	20
	653/p		0	15	76
	452		0	11	98
	441		0	03	15
	440	1	0	12	49
	440	2	0	15	48
	440	3	0	02	09
	439	1	0	00	97
	439	2	0	11	68
	439	3	0	15	83
	439	4	0	00	26

1	2	3	4	5	6
सुमरवाड	69	2	0	00	97
	68		0	10	00
	71	1	0	04	46
	71	2	0	02	08
	70		0	04	99
	73		0	08	07
	97	1	0	06	33
	97	2	0	10	44
	95	1	0	00	34
	95	2	0	10	74
	80	1	0	03	51
	80	2	0	06	47
	82	1	0	07	35
	82	2	0	03	88
	83	1	0	05	53
	83	2	0	00	90
	84	1/1	0	05	26
	84	2	0	00	76
	84	3	0	04	68
	84	4	0	02	21
	85	2	0	00	21
	85	3	0	06	03
	497	1	0	02	75
	497	2	0	05	43
	495	4	0	07	43
	495	6	0	07	83
	495	10	0	06	99
	495	12	0	00	26
	490	1	0	03	22
	491	1	0	00	85
	491	2/1	0	01	20
	491	2/2	0	04	40
	492	1	0	06	54
	492	2	0	05	39
	516	4	0	07	03
	516	5	0	00	23
	515	1	0	01	90
	515	2	0	04	83
	515	7	0	04	00
	515	8	0	07	67
	515	12	0	02	41
	577		0	03	69
	576	1	0	05	36

1	2	3	4	5	6
खुमरवाड	576	2	0	11	39
	574	1	0	02	68
	574	2	0	04	94
	574	3	0	02	42
	574	4	0	02	95
	573	2	0	08	71
	572	4	0	01	56
	572	5	0	06	55
	558		0	00	38
	559		0	14	45
	562	1/1A	0	01	46
	560	2	0	07	74
	561		0	07	94
	553	4	0	21	30

[फा. सं. आर-25011/4/2002-ओ.आर-1]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 24th September, 2002

S. O. 3072.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1090 dated the 22<sup>nd</sup> March, 2002 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines ( Acquisition of Right of User in Land ) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, copies of the said notification were made available to the public on 18/04/2002;

And whereas, the Competent Authority has under sub-section (1) of section of 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification area hereby acquired;

And further, in the exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

**SCHEDULE**

Taluka : MEHMEDABAD		District : KHEDA		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Acre	Sq. Mtr.
1	2	3	4	5	6
BIDAJ	351		0	15	32
	352		0	06	02
	353		0	02	33
	363		0	03	89
	354		0	14	81
	361		0	00	20
	360		0	04	17
	358/B		0	09	73
	384		0	01	23
	385		0	05	71
	468		0	06	03
	467		0	00	20
	466		0	02	31
	461		0	10	81
	470		0	00	20
	460		0	05	56
	459		0	03	93
	440		0	00	32
	441		0	11	20
	447		0	00	72
	445		0	05	92
	444		0	00	44
	446		0	02	35
	593/B		0	14	08
	594		0	03	27
	604		0	00	20
	607		0	01	18
	605		0	08	58
	606		0	00	24
	612		0	05	01
	614		0	06	25
	615		0	00	30
	668		0	00	63
	656		0	06	79
	657		0	04	91
	658		0	08	59
	659		0	00	47
	663		0	06	50
	662		0	01	21



1	2	3	4	5	6
	681		0	10	58
	688		0	00	29
	690		0	11	95
	645		0	00	55
	691		0	10	14
	643		0	02	39
	1002		0	06	75
	998		0	04	08
	997		0	01	52
	971		0	04	21
	962	1	0	52	06
<b>SARSA</b>	388		0	03	90
	362		0	15	05
	364		0	20	81
	366		0	05	60
	380		0	14	64
	371		0	00	20
	374		0	10	98
	373		0	00	42
	375		0	06	88
	378		0	03	48
	376		0	13	89
	335		0	10	96
	337	2	0	00	96
	336	1	0	05	02
	336	2	0	00	20
	336	3	0	00	46
	336	4	0	06	81
	334	1	0	00	75
	329	2	0	01	40
	332		0	04	99
	334	3	0	02	42
	333		0	04	88
	331		0	00	20
	330	1	0	02	76
	330	2	0	02	29
	264		0	02	00
	257	1	0	06	45
	257	2	0	05	83
	493		0	05	20
	259		0	04	60
	256	1	0	04	32

1	2	3	4	5	6
	248		0	06	91
	249		0	06	08
	239		0	06	32
	251		0	00	20
	238		0	02	29
	237		0	05	88
	240		0	17	76
	224		0	54	60
	216		0	09	28
	215		0	07	15
	189		0	05	76
	191		0	12	39
	206		0	08	89
	192		0	01	32
	193/p		0	10	95
	194		0	06	55
	178		0	02	45
	166		0	12	91
	177		0	08	11
	175	2	0	02	36
	167		0	02	65
	165		0	00	76
	168		0	07	98
	155		0	01	11
	154	1	0	11	92
	158	2	0	12	21
	157		0	05	20
SAMADRA	229		0	19	29
	228		0	07	79
	219		0	09	43
	217		0	05	13
	221		0	01	08
	222		0	09	96
	225		0	00	77
	223		0	06	06
	224		0	07	82
	208		0	14	81
	198		0	23	04
	197		0	02	64
	249		0	11	75
	251		0	16	26
	253		0	17	17

1	2	3	4	5	6
	254		0	21	73
	255		0	07	48
	303/B/P		0	35	61
	303/B		0	00	20
	275		0	10	91
	282		0	02	64
	276		0	01	97
	277		0	07	73
	273		0	01	83
	272		0	08	53
	271		0	00	42
	420		0	11	20
	371		0	09	05
	419		0	15	85
	13		0	00	20
	408		0	17	57
	407		0	13	93
	406		0	00	20
	405		0	06	57
<b>VASNA KHURD</b>	300		0	06	44
	299		0	07	23
	298		0	04	96
	302A		0	12	19
	303		0	17	58
	304		0	01	65
	284		0	04	90
	319		0	04	81
	320		0	09	46
	321		0	00	43
	282		0	10	15
	324/A		0	05	26
	326/A		0	04	22
	326/B		0	10	31
	213A		0	00	65
	212		0	05	19
	211		0	13	00
	4/A		0	02	31
	4/B		0	09	35
	3		0	53	63
<b>DEDARDA</b>	284		0	47	03
	280		0	06	14

1	2	3	4	5	6
	281		0	12	16
	277		0	21	33
	188		0	03	84
	203		0	12	31
	200		0	20	73
	201		0	15	06
	204		0	07	41
	205		0	01	17
	206/A+B		0	15	04
	237		0	04	05
	236		0	02	77
	235		0	15	95
	234		0	01	12
	239		0	27	41
	230		0	15	94
	229		0	00	20
	240		0	00	91
<b>KHEDA</b>	1312		0	16	16
	1311	1	0	03	67
	1310/p		0	03	35
	1310/p		0	09	59
	1309		0	05	47
	1307		0	03	19
	1308		0	09	97
	1297	3	0	00	76
	1294		0	06	16
	1295		0	06	36
	1287		0	00	20
	1286		0	07	21
	1285		0	03	42
	1283	2	0	05	15
	1284	2	0	00	43
	1175	1	0	00	24
	1175	2A	0	07	56
	1175	2D	0	03	80
	1176		0	00	21
	1177	2	0	04	28
	1218		0	02	91
	1217	2	0	07	82
	1216	3	0	02	01
	1213		0	10	41
	1209	1	0	05	10

1	2	3	4	5	6
	1208	2	0	02	30
	1207	1	0	00	20
	1207	2	0	08	54
	1207	4	0	02	56
	1207	5	0	02	57
	1207	6	0	06	92
	1207	7	0	01	27
	1190	3	0	02	00
	1190	4	0	05	87
	1192		0	03	88
	1191	1	0	04	38
	1193		0	03	43
	1156		0	04	88
	1125		0	18	81
	1065		0	11	39
	1058		0	04	07
	1060		0	09	71
	1059		0	03	94
	955		0	07	98
	956	3	0	00	60
	956	4	0	11	68
	957		0	01	96
	967		0	04	31
	821		0	10	80
	969		0	03	96
	983		0	02	49
	981		0	08	37
	979		0	13	01
	977		0	07	84
	976		0	02	88
	644		0	16	44
	651		0	08	92
	652		0	00	20
	653/p		0	15	76
	452		0	11	98
	441		0	03	15
	440	1	0	12	49
	440	2	0	15	55
	440	3	0	02	17
	439	1	0	00	97
	439	2	0	11	68
	439	3	0	15	83
	439	4	0	00	26

1	2	3	4	5	6
<b>KHUMARVAD</b>	69	2	0	00	97
	68		0	10	00
	71	1	0	04	46
	71	2	0	02	08
	70		0	04	99
	73		0	08	07
	97	1	0	06	33
	97	2	0	10	44
	95	1	0	00	34
	95	2	0	10	74
	80	1	0	03	51
	80	2	0	06	47
	82	1	0	07	35
	82	2	0	03	88
	83	1	0	05	53
	83	2	0	00	90
	84	1/1	0	05	26
	84	2	0	00	76
	84	3	0	04	68
	84	4	0	02	21
	85	2	0	00	21
	85	3	0	06	03
	497	1	0	02	75
	497	2	0	05	43
	495	4	0	07	43
	495	6	0	07	83
	495	10	0	06	99
	495	12	0	00	26
	490	1	0	03	22
	491	1	0	00	85
	491	2/1	0	01	20
	491	2/2	0	04	40
	492	1	0	06	54
	492	2	0	05	39
	516	4	0	07	03
	516	5	0	00	23
	515	1	0	01	90
	515	2	0	04	83
	515	7	0	04	00
	515	8	0	07	67
	515	12	0	02	41
	577		0	03	69
	576	1	0	05	36

1	2	3	4	5	6
	576	2	0	11	39
	574	1	0	02	66
	574	2	0	04	94
	574	3	0	02	42
	574	4	0	02	95
	573	2	0	08	71
	572	4	0	01	56
	572	5	0	06	55
	558		0	00	38
	559		0	14	45
	562	1/1A	0	01	46
	560	2	0	07	74
	561		0	07	94
	553	4	0	21	30

[No. R-25011/4/2002-O.R.-I]

S.S. KEMWAL, Under Secy.

नई दिल्ली, 24 सितम्बर, 2002

का. आ. 3073.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1091 तारीख 22 मार्च, 2002 द्वारा सलाया मथुरा पाइप लाइन प्रणाली के खिरमगाम-कोयली सेक्शन के संवर्धन के कार्यान्वयन के लिए गुजरात राज्य में खिरमगाम से कोयली तक अपरिष्कृत तेल के परिवहन करने के प्रयोजन के लिए पाइपलाइन बिछाने के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 18 अप्रैल, 2002 को उपलब्ध करा दी गई थीं

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार को उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि इस घोषणा के प्रकाशन की तारीख से उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लिंगमों से मुक्त इंडियन ऑयल कॉरपोरेशन लिमिटेड में निहित होगा।

## अनुसूची

तालिका : नातार		जिल्ला : खेडा		राज्य : गुजरात	
गाँव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
आंत्रोली	68		0	11	78
	68		0	09	54
	73		0	08	84
	72		0	02	98
	76		0	00	79
	82		0	11	05
	90		0	02	94
	91		0	05	78
	92		0	08	23
	93		0	01	86
	104		0	08	70
	102		0	00	23
	103		0	05	18
	105		0	00	20
	101		0	00	20
	106		0	10	00
हैजराबाद	132		0	10	18
	128		0	08	24
	129		0	08	37
	122		0	06	78
	123		0	00	20
	118		0	13	65
	120		0	01	84
	89		0	00	90
	90		0	05	23
	93		0	02	90
	94		0	08	01
	95		0	03	51
	17		0	02	25
	16		0	06	88
	..		0	00	20
	13		0	02	08
	14		0	07	24
	9		0	06	39



1	2	3	4	5	6
	11		0	03	53
	10		0	04	42
	5/A		0	05	31
	5/B		0	08	09
	2		0	09	28
संघाना	2095		0	00	80
	2088		0	07	02
	2085		0	00	24
	2084		0	07	43
	2083		0	00	27
	2082		0	10	78
	2081/1		0	05	91
	2081/2		0	01	22
	2078		0	14	11
	2064		0	00	20
	2065		0	04	69
	2063		0	04	95
	2062		0	01	60
	2066		0	09	49
	2068		0	09	50
	2069		0	02	13
	2066		0	05	59
	2055		0	01	06
	2052		0	13	83
	1911		0	10	00
	1912		0	00	20
	1910		0	01	23
	1913		0	02	48
	1908		0	13	55
	1902		0	07	11
	1907		0	05	93
	1906		0	04	75
	1904		0	19	30
	1788		0	19	22
	1786		0	01	51
	1787		0	09	67
	1679/B		0	01	35

1	2	3	4	5	6
	1678		0	14	92
	1664		0	06	06
	1665		0	05	82
	1666		0	08	32
	1574		0	02	72
	1575		0	03	77
	1560		0	03	73
	1524		0	05	49
	1475		0	08	14
	1476		0	04	56
	1377		0	32	63
	1381		0	06	18
	1382		0	04	52
	1383		0	00	20
	1384		0	05	52
	1385		0	03	57
	1371		0	03	21
	1370		0	09	94

[फा. सं. आर-25011/4/2002-ओ.आर-1]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 24th September, 2002

S. O. 3073.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1091 dated the 22<sup>nd</sup> March, 2002 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines ( Acquisition of Right of User in Land ) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, copies of the said notification were made available to the public on 18/04/2002;

And whereas, the Competent Authority has under sub-section (1) of section of 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification area hereby acquired;

And further, in the exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

### SCHEDULE

Taluka : MATAR		District : KHEDA		State : GUJARAT	
			Area		
Name of the Village	Survey No.	Sub-Division No.	Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
Antroli	68		0	11	76
	66		0	09	54
	73		0	06	84
	72		0	02	98
	76		0	00	79
	82		0	11	05
	90		0	02	94
	91		0	05	76
	92		0	08	23
	93		0	01	86
	104		0	08	70
	102		0	00	23
	103		0	05	18
	105		0	00	20
	101		0	00	20
	106		0	10	00
HAIJRABAD	132		0	10	18
	128		0	08	24
	129		0	06	37
	122		0	06	78
	123		0	00	20
	118		0	13	65
	120		0	01	84

1	2	3	4	5	6
<b>HAIJRABAD</b>	89		0	00	90
	90		0	05	23
	93		0	02	90
	94		0	08	01
	95		0	03	51
	17		0	02	25
	16		0	06	88
	15		0	00	20
	13		0	02	08
	14		0	07	24
	9		0	06	39
	11		0	03	53
	10		0	04	42
	5/A		0	05	31
	5/B		0	08	09
	2		0	09	26
<b>SANDHANA</b>	2095		0	00	80
	2088		0	07	02
	2085		0	00	24
	2084		0	07	43
	2083		0	00	27
	2082		0	10	78
	2081/1		0	05	91
	2081/2		0	01	22
	2078		0	14	11
	2064		0	00	20
	2065		0	04	69
	2063		0	04	95
	2062		0	01	60
	2066		0	09	49
	2068		0	09	50
	2069		0	02	13
	2056		0	05	59
	2055		0	01	06
	2052		0	13	83
	1911		0	10	00

1	2	3	4	5	6
<b>SANDHANA</b>					
	1912		0	00	20
	1910		0	01	23
	1913		0	02	48
	1908		0	13	55
	1902		0	07	11
	1907		0	05	93
	1906		0	04	75
	1904		0	19	30
	1788		0	19	22
	1786		0	01	51
	1787		0	09	67
	1679/B		0	01	35
	1678		0	14	92
	1664		0	06	06
	1665		0	05	82
	1666		0	08	32
	1574		0	02	72
	1575		0	03	77
	1560		0	03	73
	1524		0	05	49
	1475		0	08	14
	1476		0	04	56
	1377		0	32	63
	1381		0	06	18
	1382		0	04	52
	1383		0	00	20
	1384		0	05	52
	1385		0	03	57
	1371		0	03	21
	1370		0	08	94

[No R-25011/4/2002-O.R.-I]  
S S. KEMWAL, Under Secy.

नई दिल्ली, 24 सितम्बर, 2002

का. आ. 3074.— केन्द्रीय सरकार, ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1089 तारीख 22 मार्च, 2002 द्वारा सलाया मथुरा पाइपलाइन प्रणाली के विरमगाम-कोयली सेक्शन के संवर्धन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जाने के लिए गुजरात राज्य में विरमगाम से कोयली तक अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाई जाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जित करने के अपने आशय की घोषणा की थी;

और सक्षम प्राधिकारी ने उसमें पाइपलाइन बिछाई जाने के संबंध में जनता से प्राप्त आक्षेपों पर विचार कर लिया है और उन्हें अननुज्ञात कर दिया है।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 18 अप्रैल, 2002 को उपलब्ध करा दी गई थीं

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि पाइप लाइन बिछाई जाने के लिए उक्त उक्त भूमि अपेक्षित है उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन पाइप लाइन बिछाई जाने के लिए किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि पाइप लाइन बिछाई जाने के लिए उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की वजाय सभी वित्तीयों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

तालुका : नडीयाद		जिल्हा : खेडा		राज्य : गुजरात	
गांव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
आरोल	151		0	05	51
	149	1+2	0	07	50
	148	2p	0	08	90
	148	3	0	03	47
दंताली	279		0	18	51
	280		0	04	72
	191		0	18	46
	189		0	08	87
	197		0	07	44
	198		0	02	39
	205		0	03	71
	208		0	00	61
	122		0	07	71
	203		0	00	43
	204		0	03	43
	123		0	06	56
	124		0	01	19
	118		0	31	14
	220		0	00	29
	117		0	19	78
	77		0	00	20
	74		0	01	71
	76		0	00	74
	75		0	03	29
	39		0	00	20
	173		0	01	35
	38		0	05	68
	37		0	00	20
	225		0	04	54
	36		0	06	55
	226		0	00	48
	13		0	10	85
	12		0	08	30
	14		0	15	84
	17		0	01	00
	19		0	02	08
	18		0	19	46
	695		0	05	68
	694		0	10	15
	693		0	00	20

1	2	3	4	5	6
	690		0	14	27
	689		0	00	20
	688		0	06	49
	682		0	01	12
	683		0	05	07
	685		0	07	10
	684		0	01	66
	678		0	10	30
	673		0	02	60
	675		0	01	02
	674		0	04	83
दायडा	1168		0	06	12
	1167		0	01	24
	1163		0	05	63
	1161		0	05	24
	1160		0	05	45
	1159		0	03	21
	1238		0	03	54
	1146		0	01	95
	1146		0	05	11
	1144		0	00	20
	1143		0	09	54
	1128		0	01	61
	1134		0	00	20
	1132		0	05	35
	1131		0	01	41
	1023		0	03	35
	1025		0	03	70
	1024		0	00	43
	1018		0	07	71
	1017		0	00	20
	1027		0	12	10
	1002		0	01	08
	1000		0	07	54
	995		0	02	48
	999		0	01	26
	997		0	01	39
	996		0	00	20
	852		0	03	00
	853		0	02	40
	854		0	02	10
	856		0	04	43
	855		0	00	33
	882		0	01	17
	883		0	03	04



1	2	3	4	5	6
	884		0	01	04
	886		0	00	20
	885		0	04	87
	892		0	06	65
	895		0	04	25
	894		0	02	10
	902		0	01	75
	904		0	02	18
	903		0	06	26
	909		0	00	46
	910		0	03	54
	911		0	02	64
	913		0	23	25
	914		0	20	14
	779		0	00	70
	733		0	01	90
	734		0	00	20
	735		0	06	47
	728		0	26	02
	725		0	00	20
	637		0	11	29
	638		0	04	02
	629		0	09	44
	628		0	07	17
	625		0	01	06
	624		0	05	61
	623		0	01	00
पीज	2360		0	00	20
	2361		0	05	31
	2362		0	05	92
	2400		0	00	98
	2363		0	00	20
	2404		0	30	82
	2398		0	06	44
	2396		0	07	74
	2394		0	10	07
	2391		0	01	36
	2412		0	12	48
	2431		0	01	54
	2429		0	08	20
	2428		0	05	89
	2427		0	00	27
	2426		0	13	49
	2452		0	07	21

1	2	3	4	5	6
	2424		0	06	77
	2456		0	16	15
	2511		0	01	55
	2463		0	03	56
	2464		0	07	11
	2470		0	02	10
	2467		0	00	20
	2471		0	00	20
	2469		0	06	36
	2468		0	02	82
	52		0	02	75
	53		0	04	63
	54		0	02	95
	49		0	06	79
	69		0	09	52
	48		0	07	19
	70		0	02	38
	71		0	14	55
	76		0	11	40
	95		0	01	96
	96		0	06	48
	97		0	04	03
	98		0	02	05
	99		0	18	57
	185		0	04	64
	184		0	08	33
	183		0	15	15
	177		0	00	20
	182		0	05	10
	181		0	05	27
	171		0	00	20
	172		0	02	53
	173		0	11	34
	168		0	05	88
	166		0	02	09
	167		0	08	79
	162		0	23	18
	317		0	05	81
	315		0	04	08
	314		0	04	90
	323		0	02	91
	324		0	00	20
	322		0	05	02
	321		0	05	98
	320		0	00	35
	369		0	06	93

1	2	3	4	5	6
	366		0	08	58
	368		0	10	04
	472		0	16	92
	471		0	07	12
	485		0	02	69
	484		0	00	50
	419		0	08	64
	420		0	09	95
	421		0	04	69
	422		0	18	23
	424		0	03	02
<b>सुमराल</b>	310		0	10	04
	307		0	04	70
	308	1	0	00	25
	308	2	0	02	89
	295		0	00	95
	294	2	0	05	58
	296	1	0	15	90
	296	2	0	00	89
	291	2	0	02	26
	290	2	0	02	66
	289		0	12	62
<b>पीपलाता</b>	1285		0	03	61
	1296		0	24	03
	1373		0	07	23
	1298		0	05	28
	1372		0	05	26
	1371		0	02	86
	1369		0	05	28
	1668		0	10	89
	1365		0	00	60
	1403		0	10	80
	1405		0	06	14
	1407		0	05	95
	1408		0	08	72
	1452		0	03	42
	1450		0	08	64
	1449		0	08	09
	1438		0	02	14
	1439		0	05	68
	1440		0	01	07
	1442		0	06	70
	1444		0	08	79

1	2	3	4	5	6
	1443		0	04	40
	1628		0	19	96
	1629		0	13	68
	23		0	11	39
	24		0	01	65
	38		0	07	71
	32		0	09	44
	31		0	02	92
	68		0	07	65
	87		0	00	88
	69		0	08	85
	70		0	00	20
	71		0	08	88
	77		0	01	32
	72		0	00	81
	76		0	09	98
	75		0	09	51
केरीयावी	1447		0	00	20
	1448		0	12	06
	322		0	01	33
	1445		0	01	16
	1442		0	12	11
	1441		0	00	83
	1438		0	17	70
	1439		0	02	34
	1431		0	02	04
	1421		0	04	34
	1422		0	06	49
	1423		0	03	34
	1392		0	05	19
	1391/A		0	04	06
	1394/A		0	04	96
	1366		0	12	97
	1364		0	00	87
	1359		0	12	70
	1360		0	00	79
	1356		0	02	91
	1353		0	14	60
	1318		0	05	38
	1317		0	06	01
	1300		0	07	61
	1316		0	00	20
	1301		0	08	18
	1315		0	00	20
	1314		0	09	19
	1313		0	09	62

1	2	3	4	5	6
	1312		0	04	17
	1310		0	10	32
	1152		0	25	82
	1158		0	14	26
	1160		0	11	79
	1168		0	08	25
	1165		0	09	38
	1099		0	02	08
	1086		0	06	39
	1098/A		0	08	33
	1098/B		0	01	26
	1087		0	00	59
	1087		0	03	67
	1095		0	18	42
	1088		0	11	77
	1089		0	13	70
	1071		0	11	67
	1072		0	00	53
	1041		0	01	82
	1037		0	10	14
	1038		0	07	39
	1039		0	07	03
	1018		0	08	08
	1017		0	08	36
	1015		0	13	32
	1005		0	01	99
	1004		0	05	17
	1003		0	07	85
	1006		0	02	40
	840		0	14	22
	839		0	00	42
	843		0	21	99
	842		0	04	51
	841		0	00	71
	855		0	09	64
	856		0	01	23
	857		0	02	39
	858		0	11	23
	861		0	04	22
	753		0	00	20
	752		0	09	19
	751		0	11	10
	749		0	00	20
	748		0	04	98
	747		0	11	52
	732		0	18	77

1	2	3	4	5	6
	734		0	03	29
	733		0	13	03
	703		0	01	97
	736		0	07	72
	700		0	05	38
	701		0	00	20
	699		0	00	79
	698		0	16	32
	697		0	07	79
	696		0	00	20
<b>आखण्डोल</b>	<b>652</b>		<b>0</b>	<b>13</b>	<b>32</b>

[फा. सं. आर-25011/4/2002-आ.आर-1]

एस.एम. केमवाल, अवर सचिव

New Delhi, the 24th September, 2002

S. O. 3074.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1089 dated the 22<sup>nd</sup> March, 2002, issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of crude oil from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And whereas the objections received from the public to the laying of the pipeline have been considered and dis-allowed by the competent authority;

And whereas copies of the said notification were made available to the public on the 18<sup>th</sup> April, 2002;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in the exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall instead of vesting in the Central Government, vest, on the date of publication of this declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

**SCHEDULE**

Taluka : NADIAD		District : KHEDA		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
Zarol	151		0	05	51
	149	1+2	0	07	50
	148	2p	0	08	90
	148	3	0	03	47
Dantali	279		0	18	51
	280		0	04	72
	191		0	18	46
	189		0	08	87
	197		0	07	44
	198		0	02	39
	205		0	03	71
	208		0	00	61
	122		0	07	71
	203		0	00	43
	204		0	03	43
	123		0	06	56
	124		0	01	19
	118		0	31	14
	220		0	00	29
	117		0	19	78
	77		0	00	20
	74		0	01	71
	76		0	00	74
	75		0	03	29
	39		0	00	20
	173		0	01	35
	38		0	05	68
	37		0	00	20
	225		0	04	54
	36		0	06	55
	226		0	00	48
	13		0	10	85
	12		0	08	30
	14		0	15	84
	17		0	01	00
	19		0	02	08
	18		0	19	46
	695		0	05	68
	694		0	10	15
	693		0	00	20
	690		0	14	27

1	2	3	4	5	6
	689		0	00	20
	688		0	06	49
	682		0	01	12
	683		0	05	07
	685		0	07	10
	684		0	01	86
	678		0	10	30
	673		0	02	60
	675		0	01	02
	674		0	04	83
<b>Davda</b>	1168		0	06	12
	1167		0	01	24
	1163		0	05	63
	1161		0	05	24
	1160		0	05	45
	1159		0	03	21
	1238		0	03	54
	1146		0	01	95
	1145		0	05	11
	1144		0	00	20
	1143		0	09	54
	1128		0	01	61
	1134		0	00	20
	1132		0	05	35
	1131		0	01	41
	1023		0	03	35
	1025		0	03	70
	1024		0	00	43
	1018		0	07	71
	1017		0	00	20
	1027		0	12	10
	1002		0	01	08
	1000		0	07	54
	995		0	02	48
	999		0	01	26
	997		0	01	39
	996		0	00	20
	852		0	03	00
	853		0	02	40
	854		0	02	10
	856		0	04	43
	855		0	00	33
	882		0	01	17
	883		0	03	04
	884		0	01	04



1	2	3	4	5	6
	886		0	00	20
	885		0	04	87
	892		0	06	65
	895		0	04	25
	894		0	02	10
	902		0	01	75
	904		0	02	18
	903		0	05	26
	909		0	00	46
	910		0	03	54
	911		0	02	64
	913		0	23	25
	914		0	20	14
	779		0	00	70
	733		0	01	90
	734		0	00	20
	735		0	06	47
	726		0	26	02
	725		0	00	20
	637		0	11	29
	638		0	04	02
	629		0	09	44
	628		0	07	17
	625		0	01	06
	624		0	05	61
	623		0	01	00
<b>PIJ</b>	2360		0	00	20
	2361		0	05	31
	2362		0	05	92
	2400		0	00	98
	2363		0	00	20
	2404		0	30	82
	2398		0	06	44
	2396		0	07	74
	2394		0	10	07
	2391		0	01	36
	2412		0	12	48
	2431		0	01	54
	2429		0	08	20
	2428		0	05	89
	2427		0	00	27
	2426		0	13	49
	2452		0	07	21
	2424		0	06	77
	2456		0	16	15

1	2	3	4	5	6
	2511		0	01	55
	2463		0	03	56
	2464		0	07	11
	2470		0	02	10
	2467		0	00	20
	2471		0	00	20
	2439		0	06	36
	2468		0	02	82
	52		0	02	75
	53		0	04	63
	54		0	02	95
	49		0	06	79
	69		0	09	52
	48		0	07	19
	70		0	02	38
	71		0	14	55
	76		0	11	40
	95		0	01	96
	96		0	06	48
	97		0	04	03
	98		0	02	05
	99		0	18	57
	185		0	04	64
	184		0	08	33
	183		0	15	15
	177		0	00	20
	182		0	05	10
	181		0	05	27
	171		0	00	20
	172		0	02	53
	173		0	11	34
	168		0	05	88
	166		0	02	09
	167		0	08	79
	162°		0	23	18
	317		0	06	81
	315		0	04	08
	314		0	04	90
	323		0	02	91
	324		0	00	20
	322		0	05	02
	321		0	05	98
	320		0	00	35
	369		0	06	93
	365		0	06	58
	366		0	10	08

1	2	3	4	5	6
	472		0	16	92
	471		0	07	17
	465		0	02	69
	464		0	00	50
	419		0	06	64
	420		0	09	95
	421		0	04	69
	422		0	18	23
	424		0	03	02
<b>Dumral</b>	310		0	10	04
	307		0	04	70
	308	1	0	00	25
	308	2	0	02	89
	295		0	00	95
	294	2	0	05	58
	296	1	0	15	90
	296	2	0	00	89
	291	2	0	02	28
	290	2	0	02	66
	289		0	12	62
<b>Piplata</b>	1285		0	03	61
	1296		0	24	03
	1373		0	07	23
	1298		0	05	28
	1372		0	05	26
	1371		0	02	86
	1369		0	05	28
	1668		0	10	89
	1365		0	00	60
	1403		0	10	80
	1405		0	06	14
	1407		0	05	95
	1408		0	08	72
	1452		0	03	42
	1450		0	08	64
	1449		0	08	09
	1438		0	02	14
	1439		0	05	68
	1440		0	01	07
	1442		0	06	70
	1444		0	08	79
	1443		0	04	40
	1628		0	19	96
	1629		0	13	68

1	2	3	4	5	6
	23		0	11	39
	24		0	01	65
	36		0	07	71
	32		0	09	44
	31		0	02	92
	68		0	07	65
	67		0	00	86
	69		0	08	85
	70		0	00	20
	71		0	08	86
	77		0	01	32
	72		0	00	81
	76		0	09	98
	75		0	09	51
<b>Kerlavi</b>	1447		0	00	20
	1446		0	12	06
	322		0	01	33
	1445		0	01	16
	1442		0	12	11
	1441		0	00	83
	1438		0	17	70
	1439		0	02	34
	1431		0	02	04
	1421		0	04	34
	1422		0	06	49
	1423		0	03	34
	1392		0	05	19
	1391/A		0	04	06
	1394/A		0	04	96
	1366		0	12	97
	1364		0	00	87
	1359		0	12	70
	1360		0	00	79
	1356		0	02	91
	1353		0	14	60
	1318		0	05	36
	1317		0	06	01
	1300		0	07	61
	1316		0	00	20
	1301		0	08	18
	1315		0	00	20
	1314		0	09	19
	1313		0	09	62
	1312		0	04	17
	1310		0	10	32

1	2	3	4	5	6
	1152		0	25	92
	1156		0	14	26
	1160		0	11	79
	1166		0	06	25
	1165		0	09	38
	1099		0	02	08
	1066		0	06	39
	1098/A		0	06	33
	1098/B		0	01	26
	1067		0	00	59
	1097		0	03	67
	1095		0	18	42
	1068		0	11	77
	1069		0	13	70
	1071		0	11	67
	1072		0	00	53
	1041		0	01	82
	1037		0	10	14
	1038		0	07	39
	1039		0	07	03
	1018		0	08	08
	1017		0	08	36
	1015		0	13	32
	1005		0	01	99
	1004		0	05	17
	1003		0	07	85
	1006		0	02	40
	840		0	14	22
	839		0	00	42
	843		0	21	99
	842		0	04	51
	841		0	00	71
	855		0	09	64
	856		0	01	23
	857		0	02	39
	858		0	11	23
	861		0	04	22
	753		0	00	20
	752		0	09	19
	751		0	11	10
	749		0	00	20
	748		0	04	68
	747		0	11	52
	732		0	18	77
	734		0	03	29
	733		0	13	03

1	2	3	4	5	6
	703		0	01	97
	738		0	07	72
	700		0	05	38
	701		0	00	20
	699		0	00	79
	698		0	16	32
	697		0	07	79
	696		0	00	20
<b>Akhdol</b>	652		0	13	32

[No. R-25011/4/2002-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 25 सितम्बर, 2002

का. आ. 3075.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 2 फरवरी 2002 में पृष्ठ 929 से पृष्ठ 936 तक प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 293 तारीख 31 जनवरी, 2002 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में :-

- (क) पृष्ठ 930 पर गांव "घनापुर" के नाम के नीचे :-
- सर्वे सं० "70" के सामने, क्षेत्र "0-55-95" के स्थान पर क्षेत्र "0-60-00" रखा जाएगा ;
  - सर्वे सं० "87" के सामने, क्षेत्र "0-30-40" के स्थान पर क्षेत्र "0-33-00" रखा जाएगा ;
  - सर्वे सं० "89" के सामने, क्षेत्र "0-38-90" के स्थान पर क्षेत्र "0-45-00" रखा जाएगा ;
- (ख) पृष्ठ 930 पर गांव "कामसेटटिपल्लि" के नाम के नीचे :-
- सर्वे सं० "36" के सामने, क्षेत्र "0-19-35" के स्थान पर क्षेत्र "0-22-00" रखा जाएगा ;
  - सर्वे सं० "53" के सामने, क्षेत्र "0-11-55" के स्थान पर क्षेत्र "0-16-00" रखा जाएगा ;

- (iii) सर्वे सं० "84" के सामने, क्षेत्र "0-57-30" के स्थान पर क्षेत्र "0-61-00" रखा जाएगा ;
- (iv) सर्वे सं० "151" के सामने, क्षेत्र "0-08-35" के स्थान पर क्षेत्र "0-12-00" रखा जाएगा ;
- (v) सर्वे सं० "155" के सामने, क्षेत्र "0-04-40" के स्थान पर क्षेत्र "0-06-00" रखा जाएगा ;
- (vi) सर्वे सं० "158" के सामने, क्षेत्र "0-76-80" के स्थान पर क्षेत्र "0-78-00" रखा जाएगा ;
- (vii) सर्वे सं० "214" के सामने, क्षेत्र "0-36-35" के स्थान पर क्षेत्र "0-40-00" रखा जाएगा ;
- (viii) सर्वे सं० "229" के सामने, क्षेत्र "0-38-30" के स्थान पर क्षेत्र "0-42-00" रखा जाएगा ;
- (ix) पृष्ठ सं. 931 पर सर्वे सं० "256" के सामने, क्षेत्र "0-26-30" के स्थान पर क्षेत्र "0-30-00" रखा जाएगा ;
- (vii) पृष्ठ सं. 931 पर सर्वे सं० "271" के सामने, क्षेत्र "0-80-90" के स्थान पर क्षेत्र "0-84-00" रखा जाएगा ;

(ग) पृष्ठ 931 पर गांव "भोगिलिगुण्डला" के नाम के नीचे :-

- (i) सर्वे सं० "118" के सामने, क्षेत्र "0-11-75" के स्थान पर क्षेत्र "0-16-00" रखा जाएगा ;
- (ii) सर्वे सं० "121" के सामने, क्षेत्र "0-66-35" के स्थान पर क्षेत्र "0-72-00" रखा जाएगा ;
- (iii) सर्वे सं० "131" के सामने, क्षेत्र "0-77-85" के स्थान पर क्षेत्र "0-94-00" रखा जाएगा ;
- (iv) सर्वे सं० "136" के सामने, क्षेत्र "0-08-25" के स्थान पर क्षेत्र "0-18-00" रखा जाएगा ;
- (v) सर्वे सं० "137" के सामने, क्षेत्र "0-05-05" के स्थान पर क्षेत्र "0-17-00" रखा जाएगा ;

(घ) पृष्ठ 932 पर गांव "दुण्डिगल" के नाम के नीचे :-

- (i) सर्वे सं० "717" के सामने, क्षेत्र "0-00-40" के स्थान पर क्षेत्र "0-18-00" रखा जाएगा ;

- (ii) सर्वे सं० "718" के सामने, क्षेत्र "0-02-60" के स्थान पर क्षेत्र "0-91-00" रखा जाएगा ;
- (क) पृष्ठ 932 पर गांव "गागिलापुर" के नाम के नीचे :-
- (i) सर्वे सं० "160" के सामने, क्षेत्र "0-64-40" के स्थान पर क्षेत्र "0-66-00" रखा जाएगा ;
- (ii) सर्वे सं० "163" के सामने, क्षेत्र "0-52-70" के स्थान पर क्षेत्र "0-56-35" रखा जाएगा ;

[फा. सं. एल/14014/4/2001-जी.पी.]  
स्वामी सिंह, निदेशक

New Delhi, the 25th September, 2002

**S. O. 3075.**— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 293, dated the 30<sup>th</sup> January, 2002, published at pages 929 to 936 in part II, section 3, sub-section (ii) of the Gazette of India, dated the 02 February, 2002, namely:-

In the Schedule to the said notification:-

- (a) at page 934, under the name of village "Ghanapur"-
- (i) against Survey No. "70" for the areas "0.55.95", the areas "0.60.00" shall be substituted;
  - (ii) against Survey No. "87" for the areas "0.30.40", the areas "0.33.00" shall be substituted;
  - (iii) against Survey No. "89" for the areas "0.38.90", the areas "0.45.00" shall be substituted
- (b) at page 934, under the name of village "Karnsettpalli"-
- (i) against Survey No. "36" for the areas "0.19.35", the areas "0.22.00" shall be substituted;
  - (ii) against Survey No. "53" for the areas "0.11.55", the areas "0.16.00" shall be substituted;
  - (iii) against Survey No. "54" for the areas "0.57.30", the areas "0.61.00" shall be substituted;
  - (iv) against Survey No. "151" for the areas "0.08.35", the areas "0.12.00" shall be substituted;
  - (v) against Survey No. "155" for the areas "0.04.40", the areas "0.06.00" shall be substituted;
  - (vi) against Survey No. "156" for the areas "0.76.80", the areas "0.78.00" shall be substituted;
  - (vii) against Survey No. "214" for the areas "0.36.35", the areas "0.40.00" shall be substituted;
  - (viii) against Survey No. "229" for the areas "0.38.30", the areas "0.42.00" shall be substituted;
  - (ix) against Survey No. "256" for the areas "0.26.30", the areas "0.30.00" shall be substituted;



- (x) against Survey No. "271" for the areas "0.80.90", the areas "0.84.00" shall be substituted;
- (c) at page 935, under the name of village "Mogiligundla"-
  - (i) against Survey No. "118" for the areas "0.11.75", the areas "0.16.00" shall be substituted;
  - (ii) against Survey No. "121" for the areas "0.66.35", the areas "0.72.00" shall be substituted;
  - (iii) against Survey No. "131" for the areas "0.77.85", the areas "0.94.00" shall be substituted;
  - (iv) against Survey No. "136" for the areas "0.08.25", the areas "0.18.00" shall be substituted;
  - (v) against Survey No. "137" for the areas "0.05.05", the areas "0.17.00"
- (d) at page 936, under the name of village "Dundigal"-
  - (i) against Survey No. "717" for the areas "0.00.40", the areas "0.18.00" shall be substituted;
  - (ii) against Survey No. "718" for the areas "0.02.60", the areas "0.91.00" shall be substituted;
- (e) at page 936, under the name of village "Gagilapur"-
  - (i) against Survey No. "160" for the areas "0.64.40", the areas "0.66.00" shall be substituted;
  - (ii) against Survey No. "163" for the areas "0.52.70", the areas "0.56.35" shall be substituted;

[No. L.14014/4/2001-G.P.)]  
SWAMI SINGH, Director

नई दिल्ली, 27 सितम्बर, 2002

का. आ. 3076.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में पानेवाडी (मनमाड) संस्थापन से मध्यप्रदेश राज्य में मांगल्या (इन्दौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को यह आवश्यक प्रतीत होता है कि उक्त विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए भूमि में, जिसके नीचे पाइपलाइन बिछाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि में पाइपलाइन बिछाने के सम्बन्ध में श्री प्रल्हाद व्ही. काचरे, सक्षम प्राधिकारी, मुंबई-मनमाड पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कारपोरेशन लिमिटेड, कैप कार्यालय, प्रथम तल, आशापुरी प्लाज़ा, रावलगाव नाका, मालेगाव कैम्प, मालेगाव 423105 (महाराष्ट्र) को लिखित रूप में आक्षेप भेज सकेगा ;

**अनुसूची****तहसील : नांदगाव****जिला : नाशिक****राज्य : महाराष्ट्र**

ग्राम का नाम	गट/ सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
1. घोटणे बुहुक	142/1/2/1ब	0	16	56
	142/1/2/2/1अ	0	00	50
	142/1/1/ब/भाग	0	12	24
	142/1/1अ	0	00	72
2. पांझणदेव	77/अ	0	02	24
	45	0	14	00
3. खादगाव	142/1	0	19	00
4. भाडो	90/1,2	0	20	34
	94	0	38	34
	120	0	23	22
	119	0	26	64
	115/अ	0	11	52
	115/ब	0	14	94
5. बोयगाव	152/1	0	34	00

[फा. सं. आर-31015/11/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 27th September, 2002

S. O. 3076.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from the Panewadi (Manmad) terminal in the State of Maharashtra, an extension pipeline to Manghya (Indore) in the State of Madhya Pradesh should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said extension pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the laying of the extension pipeline to Shri Pralhad V.Kachare, Competent Authority, Mumbai-Manmad Pipeline Extension Project, Bharat Petroleum Corporation Limited at camp office at 1<sup>st</sup> Floor, Ashapuri Plaza, Ravalgaon Naka, Malegaon Camp, Malegaon 423105 (Maharashtra).

**SCHEDULE****Tahsil : Nandgaon****District : Nashik****State : Maharashtra**

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
<b>1. Dhotane Bk</b>	142/1/2/1B	0	16	56
	142/1/2/2/1A	0	00	50
	142/1/1/B/Pt.	0	12	24
	142/1/1A	0	00	72
<b>2. Panjandev</b>	77/A	0	02	24
	45	0	14	00
<b>3. Khadgaon</b>	142/1	0	19	00
<b>4. Bhardi</b>	90/1,2	0	20	34
	94	0	38	34
	120	0	23	22
	119	0	26	64
	115/A	0	11	52
	115/B	0	14	94
<b>5. Boygaon</b>	152/1	0	34	00

[No. R-31015/11/2001-O.R.-II]  
HARISH KUMAR, Under Secy.

नई दिल्ली, 27 सितम्बर, 2002

का. आ. 3077.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि उत्तर प्रदेश राज्य में सहारनपुर से नजीबाबाद तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री लोकेन्द्र पाल सिंह, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, सहारनपुर-नजीबाबाद पाइप लाइन परियोजना, के-33, पल्लवपुरम, फेस-2, मेरठ (उ० प्र०) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

तहसील : नजीबाबाद		जिला : बिजनौर		राज्य : उत्तर प्रदेश	
गांव	खसरा संख्या	क्षेत्रफल			
		हेक्टेयर	आर	सेंटीआर	
1	2	3	4	5	
लालपुर शौजीमल	2/14	0	00	60	
अहतमाली					
	9/4	0	01	54	
	10	0	00	99	
	11	0	01	00	
	82	0	12	90	
	84/1	0	04	02	
	84/2	0	00	50	
	84/3	0	03	47	
	85	0	02	80	
	107	0	02	97	
	108	0	01	05	
	109	0	02	01	
	110	0	03	52	
	111	0	02	01	
	128/6	0	16	76	
	133/1	0	04	53	
	133/2	0	09	38	
	133/3	0	06	03	
	145	0	02	01	

1	2	3	4	5
	146	0	06	54
	147	0	06	54
	148	0	01	44
	195	0	06	03
	200	0	03	55
	202	0	00	12
	203	0	02	34
	204	0	05	20
	205	0	00	45
	206	0	00	48
	207	0	14	95
	211/2	0	02	97
रालपुर शौजीमल पिला एहतमाली	9	0	12	57
	14	0	00	84
	15	0	06	37
	16	0	00	18
	18	0	00	42
	19	0	09	39
	20	0	14	58
	21	0	07	04
	25	0	00	50
	26	0	16	76

1	2	3	4	5
	27	0	08	04
	29	0	18	60
	30	0	15	25
	31	0	00	06
	82	0	00	67
	138	0	00	12
	139	0	04	02
शरीफपुर बांगर एहतमाली	59	0	5	36
	60	0	10	73
	61	0	0	67
शरीफपुर बांगर बिला एहतमाली	43	0	03	52
	44	0	14	08
	45	0	01	68
	51	0	04	53
	52	0	12	07
	53	0	09	89
	54	0	05	70
	55	0	03	18
	59	0	00	42
	61	0	18	43
	62	0	00	08

1	2	3	4	5
	64	0	19	94
	65	0	00	42
	69	0	12	07
कैशोपुर	4	0	11	73
	5	0	16	76
	6	0	07	21
	7	0	11	40
	9	0	01	51
	10	0	07	28
	21	0	00	42
	23	0	07	88
	24	0	35	53
	25	0	22	29
	26	0	06	03
पिरथीपुर	111	0	05	36
	112	0	10	89
सादुल्लानगर	4	0	01	54
	5	0	21	45
	8	0	05	87
	9	0	19	11
	10	0	01	66

1	2	3	4	5
	11	0	12	23
	14	0	03	69
	15	0	15	42
	16	0	00	42
	18	0	01	05
	29	0	17	60
	30	0	05	87
	39	0	04	02
खेरपुर जालिका	34	0	06	70
	57	0	24	46
झूंगरपुर	8	0	06	03
	9	0	11	90
	10	0	11	06
	20	0	10	06
	21	0	00	96
	23	0	28	16
	25	0	25	81
	27	0	02	35
	28	0	02	01
	31	0	20	11
	32	0	16	42
	34	0	14	07



1	2	3	4	5
	35	0	02	80
तेली नंगली	3	0	00	42
	11	0	27	32
	12	0	11	06
	13	0	10	56
	18	0	00	42
	19	0	25	81
	20	0	06	70
	21	0	09	05
	24	0	15	25
	25	0	00	08
	26	0	23	29
महमसापुर	23	0	00	35
	27	0	17	10
	28	0	00	02
	29	0	11	06
	30	0	00	42
	32	0	05	03
	33	0	12	07
	35	0	00	02
	70	0	05	70
	71	0	30	67

1	2	3	4	5
	80	0	27	32
	85	0	02	68
	86	0	04	86
	88	0	18	27
	89	0	11	73
सौफतपुर	95	0	00	42
	96	0	00	67
	97	0	01	01
	99	0	25	39
	100	0	10	39
	101	0	00	80
	270	0	00	42
	271	0	06	03
	277	0	30	84
	302	0	00	42
	310	0	15	08
	315	0	12	40
	316	0	00	42
	317	0	06	70
	320	0	15	75
	321	0	01	10
	322	0	00	34
	358	0	08	88

1	2	3	4	5
	359	0	03	02
	360	0	06	37
	361	0	06	37
	362	0	00	42
	363	0	03	02
	364	0	13	24
	389	0	03	69
	391	0	05	53
चमरौला	21	0	01	13
	23	0	00	92
	24	0	00	62
	25	0	27	15
	34	0	05	44
	78	0	23	80
	79	0	21	29
	81	0	15	25
	82	0	00	67
	83	0	08	04
	84	0	11	73
	85	0	12	91
	86	0	12	40
नरमपुर	33	0	02	68

1	2	3	4	5
	34	0	13	58
	42	0	23	46
	50	0	28	49
	51	0	16	76
	52	0	04	36
हरेवली	14	0	00	24
	15	0	10	56
	16	0	00	08
	20	0	03	69
	21	0	16	93
	22	0	14	08
	23	0	14	08
	24	0	01	14
	30	0	24	30
	31	0	29	50
	52	0	00	67
	61	0	06	37
	62	0	07	73
	63	0	15	42
	64	0	06	54
	65	0	00	16
	67	0	00	42
	68	0	19	61

1	2	3	4	5
हरनाथपुर	16	0	07	04
	21	0	40	89
	23	0	29	49
	26	0	00	67
	27	0	00	04
	28	0	52	46
	29	0	11	56
	31	0	07	37
शरपुर अभी	408	0	06	36
	409	0	02	68
	421	0	07	20
राजपुर नवादा	3	0	45	58
	15	0	31	84
	17	0	00	04
	18	0	26	31
	19	0	00	42
	20	0	34	86
	21	0	00	24
	23	0	00	50
सिकरौडा	13	0	12	90
	14	0	37	88

1	2	3	4	5
	17	0	28	83
	22	0	34	86
	29	0	26	15
	30	0	19	94
	35	0	09	39
	36	0	33	85
	47	0	50	11
	138	0	07	04
	162	0	00	15
	163	0	06	37
	164	0	04	52
	166	0	08	10
	167	0	08	71
	173	0	09	89
	174	0	05	70
	176	0	08	71
	177	0	07	71
	178	0	00	92
	179	0	29	83
	180	0	05	36
	181	0	00	67
	186	0	19	44
	187	0	00	16
	188	0	09	05

1	2	3	4	5
	189	0	05	18
	190	0	31	17
	191	0	08	04
हररायपुर	1	0	00	67
	2	0	17	93
	3	0	03	00
गुस्सेपुर	61	0	20	11
	62	0	00	34
	185	0	20	78
	187	0	17	43
	189	0	00	67
	190	0	00	50
	204	0	04	86
	206	0	00	50
	207	0	00	50
	208	0	27	99
	213	0	00	50
	214	0	00	51
	215	0	07	71
	217	0	06	70
	218	0	03	18
	220	0	00	46

1	2	3	4	5
	221	0	03	27
	222	0	03	85
	223	0	03	52
	224	0	04	52
	225	0	01	22
	226	0	00	50
	227	0	00	50
	228	0	03	02
	229	0	00	58
शखपुरा आंलम	3	0	03	18
	4	0	02	51
	7	0	02	68
	10	0	24	80
	19	0	01	25
	120	0	05	17
	121	0	02	18
	122	0	05	60
	123	0	00	08
	124	0	03	35
	125	0	00	24
	126	0	18	27
	154	0	01	34
	155	0	03	13



1	2	3	4	5
	160	0	19	11
	161	0	09	39
	162	0	09	18
	164	0	07	41
	167	0	00	34
	169	0	20	11
	170	0	19	27
	171	0	04	86
	172	0	31	68
	174	0	04	84
नंगला सैम्बल	82	0	16	44
	84	0	00	42
	87	0	05	95
	92	0	06	03
	94	0	02	16
	95	0	01	52
	193	0	00	64
	194	0	14	58
	195	0	18	10
	196	0	07	37
	197	0	00	42
कलेहड़ी एहतगाली	14	0	05	36

1	2	3	4	5
	15	0	08	88
	16	0	09	39
	17	0	00	42
	18	0	24	64
	24	0	00	42
	27	0	19	11
	29	0	01	60
	30	0	03	36
	32	0	27	19
	33	0	00	21
	34	0	00	42
	35	0	00	08
	53	0	00	05
	54	0	24	30
	56	0	00	42
	74	0	00	42
	78	0	05	36
	87	0	00	42
	102	0	00	21
	103	0	01	68
	104	0	01	51
	105	0	00	48
	111	0	00	42
	112	0	00	80

1	2	3	4	5
	113	0	05	52
	114	0	03	69
	117	0	00	12
	118	0	00	36
	122	0	13	06
	123	0	00	21
	124	0	03	36
	129	0	00	67
	130	0	14	74
नंगला हरदास	72	0	14	08
	74	0	29	67
	75	0	00	42
	81	0	05	45
	82	0	01	80
नारायणपुर इच्छा बिला एहतमाली	41	0	04	36
	42	0	04	02
	48	0	00	42
	49	0	34	69
	62	0	00	42
	63	0	05	20

1	2	3	4	5
नरायनपुर इन्च्छा एहतमाली	351	0	00	42
	359	0	00	99
	360	0	03	02
	361	0	00	64
	366	0	07	21
	370	0	00	42
	379	0	00	67
	386	0	04	36
	387	0	11	72
	388	0	04	86
हकीमपुर दिसौन्दी अहतमाली	217	0	00	24
	218	0	03	35
	219	0	00	42
	221	0	05	36
	222	0	04	02
	228	0	15	08
	229	0	01	32
	230	0	00	21
	231	0	00	42
	236	0	13	74
	237	0	18	60
	241	0	00	21

1	2	3	4	5
	248	0	00	42
मौहम्मद अलीपुर हृदय अहममाली	2	0	00	42
	6	0	10	24
	9	0	00	42
	10	0	00	20
	11	0	01	10
	13	0	01	20
	14	0	06	70
	15	0	04	11
	20	0	00	36
	21	0	01	66
	22	0	01	53
	31	0	00	45
	32	0	01	32
	33	0	00	40
	34	0	02	68
	56	0	01	68
	73	0	02	10
	74	0	15	42
	75	0	03	35
	77	0	12	40
	78	0	00	48
	91	0	00	08

1	2	3	4	5
	92	0	03	60
	93	0	08	72
	94	0	05	03
	95	0	01	80
	100	0	01	79
	101	0	09	39
	102	0	05	03
	103	0	02	00
	104	0	10	34
	175	0	00	84
	176	0	02	68
	177	0	01	20
	180	0	00	42
	182	0	00	32
	183	0	01	34
	184	0	02	01
	185	0	02	01
	186	0	00	48
	187	0	01	90
	190	0	03	23
अलीपुरा एहतमाली	97	0	01	01
	101	0	04	86
	104	0	09	39

1	2	3	4	5
	105	0	05	53
	106	0	07	04
	108	0	05	03
	110	0	06	70
	112	0	11	06
	140	0	07	37
किशोरपुर एहतमाली	6	0	14	58
	7	0	36	37
	8	0	07	68
	9	0	03	04
	286	0	06	03
	307	0	00	20
	310	0	03	96
	311	0	03	96
	312	0	00	42
	313	0	04	32
	314	0	00	36
	315	0	20	45
	318	0	00	32
	319	0	12	23
	320	0	04	69
	328	0	00	33
	413	0	00	98

1	2	3	4	5
	414	0	02	68
	415	0	00	67
	416	0	00	67
	417	0	03	85
	420	0	00	16
	421	0	05	03
	422	0	02	01
हरसुवाडा बिला एहतमाली	77	0	07	10
	79	0	01	49
	81	0	03	18
	82	0	03	69
	83	0	03	40
	90	0	04	76
	91	0	04	55
	93	0	04	40
	94	0	06	17
	95	0	09	43
	96	0	04	02
	97	0	03	69
	98	0	04	19
	99	0	03	35
	100	0	03	35
	101	0	08	38



1	2	3	4	5
	102	0	00	42
	103	0	05	36
	104	0	08	21
राहुखेड़ी कौरा	31	0	00	50
	32	0	05	35
	33	0	08	82
	35	0	03	22
	42	0	09	83
	92	0	03	43
	93	0	00	08
	94	0	14	71
	96	0	03	02
	109	0	00	64
	110	0	04	72

[फा. सं. आर-25011/32/2002-ओ.आर-1]

रेनुका कुमार, अवर सचिव

New Delhi, the 27th September, 2002

**S. O. 3077.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Saharanpur to Nazibabad in the State of Uttar Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited;**

**And whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;**

**Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;**

**Any person, interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Lokendra Pal Singh, Competent Authority, Indian Oil Corporation Limited, Saharanpur-Nazibabad Pipeline project, K-33, Pallavpuram, Phase-II, Meerut (U. P.).**

SCHEDULE

Tehsil : Najibabad		District : Bijnor		State : Uttar Pradesh	
Village	Khasra No.	Area			
		Hectares	Ares	Centiares	
1	2	3	4	5	
Lalpur Shoujimal Ahtmal	2/14	0	00	60	
	9/4	0	01	54	
	10	0	00	99	
	11	0	01	00	
	82	0	12	90	
	84/1	0	04	02	
	84/2	0	00	50	
	84/3	0	03	47	
	85	0	02	80	
	107	0	02	97	
	108	0	01	05	
	109	0	02	01	
	110	0	03	52	
	111	0	02	01	
	128/6	0	16	76	
	133/1	0	04	53	
	133/2	0	09	38	
	133/3	0	06	03	
	145	0	02	01	
	146	0	06	54	
	147	0	06	54	
	148	0	01	44	
	195	0	06	03	
	200	0	03	55	
	202	0	00	12	
	203	0	02	34	

1	2	3	4	5
	204	0	05	20
	205	0	00	45
	206	0	00	48
	207	0	14	95
	211/2	0	02	97
Lalpur Shoujimal Bila Ahtnali	9	0	12	57
	14	0	00	84
	15	0	06	37
	16	0	00	18
	18	0	00	42
	19	0	09	39
	20	0	14	58
	21	0	07	04
	25	0	00	50
	26	0	16	76
	27	0	08	04
	29	0	18	60
	30	0	15	25
	31	0	00	06
	82	0	00	67
	138	0	00	12
	139	0	04	02
Sharifpur Bangar Ahtnali	59	0	5	36
	60	0	10	73
	61	0	0	67
Sharifpur Bangar Bila Ahtnali	43	0	03	52

1	2	3	4	5
	44	0	14	08
	45	0	01	68
	51	0	04	53
	52	0	12	07
	53	0	09	89
	54	0	05	70
	55	0	03	18
	59	0	00	42
	61	0	18	43
	62	0	00	08
	64	0	19	94
	65	0	00	42
	69	0	13	07
Keshopur	4	0	11	73
	5	0	16	76
	6	0	07	21
	7	0	11	40
	9	0	01	51
	10	0	07	28
	21	0	00	42
	23	0	07	88
	24	0	35	53
	25	0	22	29
	26	0	06	03
Prithipur	111	0	05	36
	112	0	10	89
Sadullanagar	4	0	01	54
	5	0	21	45
	8	0	05	87

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Khairpur Jalika	34	0	06	70
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Dungarpur	8	0	06	03
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Taili Nangli	3	0	00	42
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	12	0	11	06

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	18	0	00	42
	19	0	25	81
	20	0	06	70
	21	0	09	05
	24	0	15	25
	25	0	00	08
	26	0	23	29
Mahamsapur	23	0	00	35
	27	0	17	10
	28	0	00	02
	29	0	11	06
	30	0	00	42
	32	0	05	03
	33	0	12	07
	35	0	00	02
	70	0	05	70
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	85	0	02	68
	86	0	04	86
Saufatpur	88	0	18	27
	89	0	11	73
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	389	0	03	69
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Chamraula	21	0	01	13
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Noorampur	33	0	02	68
	34	0	13	58
	42	0	23	46
	50	0	28	49
	51	0	16	76
	52	0	04	36
Harevali	14	0	00	24
	15	0	10	56
	16	0	00	08
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Harnathpur	16	0	07	04
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Sherpur Abhi	408	0	06	36
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Rajpur Navada	3	0	45	58
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Sikrodda	13	0	12	90
	14	0	37	88
	17	0	28	83
	22	0	34	86
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	30	0	19	94
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Harraipur	1	0	00	67
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	225	0	01	22
	226	0	00	50
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	228	0	03	02
	229	0	00	58
Shekhpura Alam	3	0	03	18
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	7	0	02	68
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	155	0	03	13
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	161	0	09	39

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	164	0	07	41
	167	0	00	34
	169	0	20	11
	170	0	19	27
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	94	0	02	16
	95	0	01	52
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Kalheri Ahlmali	14	0	05	36
	15	0	08	88
	16	0	09	39
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	118	0	00	36
	122	0	13	06
	123	0	00	21
	124	0	03	36
	129	0	00	67
	130	0	14	74
Nangla Hardas	72	0	14	08
	74	0	29	67
	75	0	00	42
	84	0	05	45
	82	0	01	80
Narayanpur Bila Ahtimali	44	0	04	36

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	62	0	00	42
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Narayanpur Juchha	351	0	00	42
Atmali	359	0	00	99
	360	0	03	02
	361	0	00	64
	366	0	07	21
	370	0	00	42
	379	0	00	67
	386	0	04	36
	387	0	11	72
	388	0	04	86
Hakimpur Disondhi	217	0	00	24
Atmali	218	0	03	35
	219	0	00	42
	221	0	05	36
	222	0	04	02
	228	0	15	08
	229	0	01	32
	230	0	00	21
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	237	0	18	60
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Mohamad Alipur	2	0	00	42
Hriday Ahtmal	6	0	10	24
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	15	0	04	11
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	34	0	02	68
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	73	0	02	10
	74	0	15	42
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	186	0	00	48
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Alipura Ahtmal	97	0	01	01
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	106	0	07	04
	108	0	06	03
	110	0	06	70
	112	0	11	06
	140	0	07	37
Kishorpur Ahtmal	6	0	14	58
	7	0	36	37
	8	0	07	68
	9	0	03	04
	286	0	06	03
	307	0	00	20
	310	0	03	96
	311	0	03	96
	312	0	00	42
	313	0	04	32



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	319	0	12	23
	320	0	04	69
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	416	0	00	67
	417	0	03	85
	420	0	00	16
	421	0	05	03
	422	0	02	01
अनुसूचित जातों का आंकड़ा	77	0	07	10
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	82	0	03	69
	83	0	03	10
	90	0	04	76
	91	0	04	55
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	95	0	09	45
	96	0	04	02
	97	0	03	69
	98	0	01	19
	99	0	03	35
	100	0	03	35
	101	0	08	38

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	102	0	00	42
	103	0	05	36
	104	0	08	21
Bahukhen Karna	31	0	00	50
	32	0	05	35
	33	0	08	82
	34	0	03	22
	35	0	09	83
	92	0	03	43
	93	0	00	08
	94	0	14	71
	95	0	03	02
	109	0	00	64
	110	0	04	19

[No R-25011/32/2002-O.R.-I]  
RENUKA KUMAR, Under Secy.

नई दिल्ली, 27 मितम्बर, 2002

क्र. आ. 3078.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन त्तारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक क्र. आ. 1801 तारीख 30 मई 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड की समनुषंगी) द्वारा मुन्द्रा-भटिण्डा अपरिष्कृत तेल पाइपलाइन परियोजना के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिण्डा तक पेट्रोलियम उत्पादों के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार के अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की प्रतियां जनता को तारीख 24 जून, 2002 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि पाइपलाइन बिछाई जाने के लिए उक्त भूमि अपेक्षित है, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगों से मुक्त, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड की समनुषंगी) में निहित होगा।

### अनुसूची

तहसील डबवाली	जिला सिरसा	राज्य हरियाणा		
गांव का नाम	हदबस्त नम्बर	खसरा नम्बर	हिस्सा यदि कोई है	क्षेत्रफल कनाल गरला
1	2	3	4	5
1 औढा	204	4/11	-	0 - 15
		4/12	-	1 - 7
		4/19	-	0 - 1
		4/20	-	2 - 19
		4/21	-	0 - 16
		5/25	-	2 - 3
		13/4	-	0 - 12
		13/5	-	2 - 9
		13/6	-	0 - 1
		13/7	-	2 - 19
		13/13	-	2 - 0
		13/14	1	0 - 18
		13/14	2	0 - 1
		13/18	-	2 - 9
		13/19	-	0 - 10
		13/22	1	2 - 11
		13/22	2	0 - 7
		13/23	-	0 - 1
		23/1	1	0 - 1
		23/1	2	1 - 16
		23/2	1	1 - 1
		23/10	1	0 - 5
		23/10	2	1 - 12
		23/11	1	0 - 1
		24/6	-	0 - 5
		24/15	-	2 - 15
		24/16	-	2 - 15
24/25	-	0 - 13		
32/5	-	2 - 8		

1	2	3	4	5
आला	204	32/6	-	2 - 8
(चालू)	(चालू)	32/15	-	2 - 8
		32/16	-	2 - 8
		32/24	2	0 - 1
		32/25	1	2 - 8
		50/4	-	0 - 17
		50/5	-	1 - 9
		50/6	1	0 - 1
		50/6	2	0 - 3
		50/7	-	1 - 19
		50/13	-	0 - 2
		50/14	-	2 - 19
		50/17	-	0 - 7
		50/18	-	2 - 14
		50/22	-	1 - 11
		50/23	-	1 - 9
		60/15	-	2 - 0
		60/16	-	2 - 0
		60/17	-	1 - 1
		60/23	-	0 - 3
		60/24	-	2 - 18
		61/1	-	0 - 9
		61/2	-	2 - 12
		61/9	-	0 - 1
		61/10	-	3 - 0
		61/11	-	0 - 16
		83/3	-	2 - 16
		83/4	-	0 - 5
		83/8	1	0 - 15
		83/8	2	0 - 5
		83/9	-	0 - 11
		83/10	-	0 - 1
		83/11	-	0 - 13
		83/12	-	2 - 3
		83/19	-	0 - 1
		83/20	1	1 - 2
		83/20	2	1 - 18
		83/21	-	0 - 10
		84/16	-	0 - 1
		84/25	-	2 - 7
		92/4	-	1 - 8
		92/5	-	1 - 9
		92/7	-	2 - 14
		92/8	-	0 - 7
		92/12	-	0 - 1

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ओडा	204	92/13	-	2 - 19
(चालू)	(चालू)	92/14	-	0 - 2
		92/18	-	0 - 17
		92/19	-	2 - 4
		92/21	-	1 - 1
		92/22	-	2 - 0
		115/1	-	2 - 18
		115/10	-	1 - 0
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		116/6	-	2 - 4
		116/15	-	2 - 7
		116/16	2	2 - 0
		116/17	1	0 - 11
		116/24	-	2 - 6
		116/25	-	0 - 2
		127/4	1	0 - 9
		127/4	2	2 - 2
		127/7	-	1 - 8
		127/8	-	1 - 3
		127/13	-	2 - 11
		127/14	-	0 - 1
		127/18	-	2 - 11
		127/19	-	0 - 1
		127/22	-	2 - 0
		127/23	1	0 - 13
		155/1	-	0 - 1
		155/2	-	2 - 14
		155/9	-	1 - 1
		155/10	-	1 - 13
		155/11	-	1 - 18
		155/20	-	1 - 12
		156/16	-	0 - 16
		156/25	-	2 - 14
		162/4	-	0 - 3
		162/5	-	1 - 9
		250	-	1 - 6
		254	-	1 - 9
		256	-	0 - 9
		263	-	0 - 11

1	2	3	4	5
औडा (घालू)	204 (घालू)	267	-	0 - 7
		268	-	0 - 4
		272	-	0 - 3
		274	-	0 - 4
		281	-	0 - 7
		286	-	0 - 3
		287	-	0 - 2
		1202	-	0 - 3
		1218	-	0 - 2
		1236	-	0 - 5
2 रामनगर	206	9/4	-	0 - 14
		9/6	-	0 - 5
		9/7	-	2 - 13
		9/13	-	0 - 11
		9/14	-	2 - 3
		9/17	-	0 - 1
		9/18	-	2 - 12
		9/22	-	0 - 6
		9/23	-	2 - 8
		19/25	-	1 - 14
		20/2	-	2 - 9
		20/3	-	0 - 4
		20/9	-	2 - 11
		20/10	-	0 - 2
		20/11	-	2 - 5
		20/12	-	0 - 8
		20/20	1	0 - 4
		20/20	2	2 - 9
		20/21	-	0 - 14
		31/5	-	2 - 13
		31/6	1	0 - 9
		31/6	2	0 - 14
		31/7	-	1 - 11
		31/14	-	2 - 13
		31/17	1	1 - 10
		31/18	-	0 - 18
		31/23	-	2 - 13
		39/25	-	0 - 4
		40/2	-	0 - 15

1	2	3	4	5
रागनगर	206	40/3	-	1 - 18
(चालू)	(चालू)	40/8	-	0 - 1
		40/9	1/1	0 - 7
		40/9	1/2	0 - 7
		40/9	2/1	0 - 10
		40/9	2/2	1 - 8
		40/11	-	0 - 9
		40/12	-	2 - 4
		40/19	-	0 - 2
		40/20	-	2 - 13
		40/21	-	2 - 9
		55/1	-	0 - 5
		56/5	-	2 - 8
		56/6	-	2 - 12
		56/7	-	0 - 1
		56/14	2	2 - 4
		56/15	-	0 - 10
		56/17	-	2 - 13
		56/18	-	0 - 1
		56/23	-	1 - 17
		56/24	-	1 - 0
		61/3	-	2 - 14
		61/8	-	1 - 3
		61/9	-	1 - 11
		61/12	-	2 - 14
		61/19	-	1 - 10
		61/20	-	1 - 3
		61/21	-	2 - 10
		82/1	-	1 - 18
		82/10	-	0 - 1
		83/5	-	0 - 15
		83/6	-	2 - 14
		83/14	-	0 - 9
		83/15	-	2 - 5
		83/16	2	0 - 2
		83/17	-	2 - 9
		83/25	-	0 - 1
		145	-	0 - 3
		148	-	0 - 5

1	2	3	4	5
रागमगर	206	218	-	0 - 4
3 घुकावाली	221	1/18	-	0 - 3
		1/23	-	0 - 4
		1/24	-	2 - 8
		4/3	-	2 - 9
		4/4	-	0 - 5
		4/8	-	2 - 12
		4/9	-	0 - 1
		4/12	-	2 - 4
		4/13	-	0 - 9
		4/19	-	2 - 13
		4/20	-	0 - 1
		4/21	-	1 - 14
		4/22	-	0 - 14
		7/6	-	1 - 13
		7/15	-	2 - 14
		7/16	-	1 - 6
		7/17	-	1 - 7
		7/24	-	2 - 14
		8/1	-	2 - 11
		8/10	-	1 - 0
		19/3	-	1 - 1
		19/4	1	1 - 12
		19/8	-	2 - 2
		19/9	-	0 - 3
		19/12	-	0 - 16
		19/13	-	1 - 17
		19/18	-	0 - 1
		19/19	-	2 - 14
		19/21	-	0 - 12
		19/22	-	2 - 2
		22/6	-	0 - 6
		22/15	-	2 - 12
		22/16	-	2 - 8
		22/17	-	0 - 5
		22/24	-	2 - 10
		22/25	-	0 - 3
		23/1	-	2 - 10
		23/2	1	0 - 1



1	2	3	4	5
घुकावाली	221	23/10	-	2 - 5
(घालू)	(घालू)	23/11	-	0 - 2
		36/4	2	2 - 6
		36/7	-	2 - 8
		36/14	-	1 - 7
		36/16	2	0 - 4
		36/17	-	2 - 1
		36/24	1	0 - 15
		36/24	2	0 - 11
		36/25	-	1 - 1
		42/4	-	0 - 1
		42/5	-	1 - 15
		42/6	1	1 - 4
		42/6	2	1 - 4
		42/15	1	0 - 17
		42/15	2	1 - 6
		42/16	1	1 - 8
		42/16	2	0 - 16
		42/25	-	2 - 8
		54/20	-	0 - 6
		54/21	-	1 - 2
		55/5	1	0 - 1
		55/5	2	2 - 8
		55/6	-	2 - 8
		55/15	-	2 - 7
		55/16	-	1 - 15
		55/25	-	0 - 17
		72/5	-	0 - 2
		73/1	-	2 - 3
		73/10	1/1	0 - 13
		73/10	1/2	0 - 4
		73/10	2/1	0 - 8
		73/10	2/2	0 - 12
		73/11	-	2 - 8
		73/20	1	0 - 1
		73/20	2	2 - 6
		73/21	-	2 - 8
		84/1	-	2 - 8
		84/9	-	0 - 1

1	2	3	4	5
धुकासली	221	84/10	1	1 - 4
(घालू)	(चालू)	84/10	2	1 - 4
		84/11	-	1 - 15
		84/12	-	0 - 11
		84/19	-	1 - 9
		84/20	-	0 - 18
		84/21	-	0 - 2
		84/22	-	2 - 6
		103/2	1	0 - 2
		103/2	2	1 - 7
		103/2	3	0 - 1
		103/2	4	0 - 17
		103/9	-	2 - 8
		103/12	-	2 - 8
		103/19	1	1 - 4
		103/19	2	1 - 4
		103/22	-	2 - 9
		112/1	-	0 - 1
		112/2	-	2 - 14
		112/9	-	0 - 18
		112/10	-	1 - 17
		112/11	-	2 - 14
		112/20	-	0 - 11
		113/15	-	0 - 1
		113/16	-	1 - 19
		113/24	-	0 - 1
		113/25	-	2 - 14
		130/4	-	2 - 1
		130/5	-	0 - 13
		130/7	-	2 - 14
		130/8	-	0 - 1
		130/13	-	1 - 14
		130/14	-	0 - 12
		130/18/1	-	1 - 4
		130/18/2	-	1 - 8
		130/19	-	0 - 1
		130/22	-	2 - 3
		130/23	1	0 - 7
		140/1	2	0 - 1

1	2	3	4	
घुकावाली	221	140/2	-	2 - 12
(चालू)	(चालू)	140/9	-	0 - 7
		140/10	-	2 - 6
		140/11	-	2 - 13
		140/20	-	0 - 9
		141/15	-	0 - 1
		141/16	-	2 - 5
		141/24	-	0 - 2
		141/25	1	2 - 0
		141/25	2	0 - 12
		156/4	-	2 - 7
		156/5	-	0 - 7
		156/7	-	2 - 11
		156/8	-	0 - 3
		156/13	-	2 - 8
		156/14	-	0 - 6
		156/18	-	2 - 6
		156/19	-	0 - 4
		156/22	-	2 - 10
		156/23	-	0 - 5
		167/1	-	0 - 6
		167/2	-	2 - 6
		167/9	-	0 - 3
		167/10	-	2 - 11
		167/11	-	2 - 7
		167/20	-	0 - 2
		168/15	-	0 - 7
		168/16	-	2 - 13
		168/24	-	0 - 9
		168/25	-	2 - 5
		181/4	-	2 - 13
		181/5	-	0 - 1
		181/7	-	1 - 19
		181/8	-	0 - 12
		181/13	-	2 - 14
		181/14	-	0 - 1
		181/18	-	2 - 0
		181/19	-	0 - 14
		181/22	-	2 - 12

1	2	3	4	5
घुकायाली	221	181/23	-	0 - 1
(यालू)	(यालू)	192/1	-	0 - 14
		192/2	-	1 - 17
		192/9	-	0 - 1
		192/10	-	2 - 14
		192/11	1	1 - 11
		192/11	2	0 - 8
		192/20	3	0 - 1
		193/15	-	0 - 14
		193/16	-	2 - 11
		193/24	-	0 - 15
		193/25	-	1 - 17
		205/4	-	2 - 14
		205/5	-	0 - 1
		205/7	1	1 - 5
		205/7	2	0 - 12
		205/8	-	0 - 15
		205/13	-	2 - 14
		205/14	-	0 - 1
		205/18	-	1 - 17
		205/19	-	0 - 15
		205/22	-	2 - 14
		205/23	-	0 - 1
		216/1	-	0 - 16
		216/2	-	1 - 17
		216/9	2	0 - 1
		216/10	-	2 - 14
		216/11	-	0 - 4
		230	-	1 - 6
		232	-	0 - 6
		238	-	0 - 3
		239	-	0 - 3
		247	-	1 - 9
		263	-	0 - 10
		265/8	-	0 - 8
		270	-	0 - 8
		365	-	0 - 7
		398	-	0 - 2
		403	-	0 - 3

1	2	3	4	5
घुकावाली	221	407	-	0 - 3
(चालू)	(चालू)	853	-	0 - 3
		857	-	0 - 4
		858	-	0 - 16
4 जगमालवाली	309	16/4	-	0 - 2
		16/6	-	2 - 8
		16/7	-	0 - 2
		16/14	2	1 - 17
		16/15	-	0 - 13
		16/17	1	2 - 8
		16/17	2	0 - 1
		16/23	-	0 - 1
		16/24	1	1 - 5
		16/24	2	0 - 19
		19/3	-	1 - 5
		19/4	-	1 - 5
		19/7	-	0 - 1
		19/8	-	2 - 10
		19/13	-	2 - 10
		19/18	1	1 - 5
		19/18	2	0 - 5
		19/19	-	0 - 4
		19/22	1	2 - 3
		19/22	2	0 - 4
		19/23	-	0 - 1
		36/25	-	0 - 1
		37/2	1	0 - 2
		37/2	2	2 - 7
		37/9	-	2 - 3
		37/10	1	0 - 7
		37/11	2	2 - 4
		37/12	-	0 - 6
		37/20	1	1 - 16
		37/20	2	0 - 11
		37/21	-	2 - 8
		42/1	-	0 - 14
		43/5	-	1 - 12
		43/6	-	2 - 10
		43/14	2	0 - 1

1	2	3	4	5
जगमालगली	309	43/15	1	1 - 13
(चालू)	(भाजू)	43/15	2	0 - 17
		43/16	-	1 - 4
		43/17	-	1 - 5
		43/24	-	2 - 10
		61/4	-	2 - 6
		61/7	-	1 - 6
		61/8	-	0 - 9
		61/13	-	1 - 14
		61/18	-	2 - 10
		61/22	-	0 - 7
		61/23	1	2 - 3
		69/2	2/1	0 - 1
		69/2	2/2	2 - 2
		69/3	1	0 - 1
		69/3	2	0 - 5
		69/9	-	2 - 10
		69/11	2	0 - 2
		69/12	-	2 - 8
		69/19	-	0 - 13
		69/20	-	1 - 17
		69/21	-	2 - 6
		88/5	-	0 - 1
		88/6	-	1 - 5
		88/15	1	1 - 14
		88/15	2	0 - 15
		88/16	-	2 - 10
		88/24	1	0 - 2
		88/24	2	0 - 13
		88/25	1	1 - 10
		88/25	2	0 - 1
		89/1	-	2 - 7
		89/10	1	0 - 18
		89/10	2	0 - 5
		98/4	-	2 - 9
		98/5	-	0 - 1
		98/7	-	2 - 10
		98/13	-	0 - 7
		98/14	-	2 - 3

1	2	3	4	5
जगमालवाली	309	98/17	-	0-5
(चाक)	(चाक)	98/18	-	2-4
		98/23	-	2-10
		120/2	-	0-2
		120/3	-	2-8
		120/8	-	0-13
		120/9	1	1-0
		120/9	2	0-8
		120/12	-	2-10
		120/19	-	2-10
		120/21	-	1-8
		120/22	-	1-4
		127/1	-	2-10
		127/10	-	2-10
		127/11	-	1-18
		127/20	-	0-2
		128/15	-	0-7
		128/16	-	2-4
		128/25	-	2-10
		152/4	-	0-3
		152/5	-	2-8
		152/6	-	0-10
		152/7	-	2-0
		152/14	-	2-10
		152/17	-	2-9
		152/18	-	0-1
		152/23	-	1-12
		152/24	1	0-18
		161/3	-	2-10
		161/8	-	2-10
		161/12	-	1-2
		161/13	-	1-8
		161/18	-	0-1
		161/19	-	2-10
		161/22	-	2-10
		189/16	-	0-5
		189/25	-	1-19
		190/1	-	0-13
		190/2	-	1-16

1	2	3	4	5
जगमालवाली	309	190/9	-	0-1
(घालू)	(घालू)	190/10	-	2-4
		190/11	-	2-10
		190/20	-	2-5
		190/21	-	0-7
		198/5	-	2-10
		198/6	-	2-9
		198/7	-	0-1
		198/14	-	1-13
		198/15	-	0-17
		198/17	-	2-2
		234	-	1-0
		236	-	0-11
		240	-	0-8
		285	-	0-2
		289	-	0-8
		295	-	0-2
		969	-	0-7
		976	-	0-4
		994	-	0-4
		1004	-	0-2
		1030	-	0-14
5 हस्तू	311	5/23	-	0-1
		6/3	-	1-12
		6/8	-	2-7
		6/13	-	2-7
		6/18	-	2-7
		6/23	-	2-7
		20/3	-	2-7
		20/8	-	2-7
		20/13	-	2-7
		20/18	-	2-7
		20/23	-	2-7
		23/3	-	2-7
		23/8	-	2-7
		23/13	-	2-7
		23/18	1	1-17
		23/18	2	0-10
		23/23	1	0-17



1	2	3	4	5
हस्तू	311	23/23	2	1 - 11
(मालू)	(घालू)	42/3	1	1 - 2
		42/3	2	1 - 1
		42/8	1	1 - 18
		42/8	2	0 - 9
		42/13	-	2 - 7
		42/18	-	2 - 7
		42/22	-	0 - 1
		42/23	-	2 - 7
		48/2	-	0 - 3
		48/3	-	2 - 4
		48/8	1	1 - 9
		48/8	2	0 - 12
		48/9	-	0 - 6
		48/12	1	0 - 2
		48/12	2	0 - 8
		48/13	-	1 - 18
		48/18	1	0 - 9
		48/18	2	0 - 18
		48/19	-	0 - 6
		48/22	-	0 - 19
		48/23	1	1 - 12
		69/2	2	0 - 18
		69/3	-	1 - 10
		69/8	-	0 - 10
		69/9	-	2 - 0
		69/12	-	0 - 12
		69/19	-	2 - 18
		69/20	-	0 - 6
		69/21	-	2 - 7
		69/22	-	0 - 4
		76/1	-	2 - 7
		76/10	1	0 - 2
		77/5	-	0 - 7
		77/6	-	2 - 12
		77/14	-	0 - 8
		77/15	-	2 - 6
		77/16	-	0 - 2
		77/17	-	2 - 13

1	2	3	4	5
हस्तू	311	77/23	-	0 - 7
(घालू)	(घालू)	77/24	1	0 - 4
		77/24	2	1 - 19
		93/3	-	2 - 14
		93/4	-	0 - 1
		93/8	-	2 - 8
		93/9	-	0 - 13
		93/11	-	0 - 10
		93/12	-	1 - 18
		93/13	-	0 - 1
		93/19	-	2 - 8
		93/21	-	0 - 1
		93/22	-	2 - 2
		102/1	-	1 - 10
		102/2	-	0 - 17
		102/9	-	0 - 11
		102/10	-	1 - 17
		102/11	-	2 - 8
		102/12	-	0 - 1
		102/20	-	2 - 8
		102/21	-	2 - 8
		113/15	-	0 - 1
		113/16	-	0 - 9
		113/25	-	1 - 7
		114/1	-	2 - 8
		114/10	-	2 - 8
		114/11	-	2 - 8
		114/20	-	1 - 17
		114/21	-	0 - 19
		121/1	-	0 - 2
		122/5	-	2 - 5
		122/6	-	2 - 8
		122/15	2	2 - 8
		122/16	-	2 - 8
		122/25	-	2 - 8

1	2	3	4	5
हस्तू	311	128/5	-	2 - 5
(घालू)	(घालू)	128/6	-	2 - 6
		128/7	-	0 - 1
		128/14	-	0 - 17
		128/15	-	1 - 18
		128/17	-	0 - 10
		140	-	1 - 5
		144	-	0 - 10
		148	-	0 - 6
		390	-	0 - 3
		394	-	0 - 2
		397	-	0 - 2
		410	-	0 - 6
		418	-	0 - 2
		422	-	0 - 4
		430	-	0 - 3

[ फा. सं. आर-31015/6/2002-ओ.आर-II ]

हरीश कुमार, अवर सचिव

New Delhi, the 27th September, 2002

S. O. 3078.— Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 1801, dated the 30<sup>th</sup> May, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products from crude oil terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda Crude Oil pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas the copies of the said notification were made available to the public on the 24<sup>th</sup> June, 2002;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user in the land specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

### SCHEDULE

Tehsil : Dabwali

District : Sirsa

State : Haryana

Name Of Village	Hadbest No.	Khasra No.	Part Hissa No (If any)	Extent Kanal - Marla
1	2	3	4	5
1. ODHAN	204	4/11	-	0 - 15
		4/12	-	1 - 7
		4/19	-	0 - 1
		4/20	-	2 - 19
		4/21	-	0 - 16
		5/25	-	2 - 3
		13/4	-	0 - 12
		13/5	-	2 - 9
		13/6	-	0 - 1
		13/7	-	2 - 19
		13/13	-	2 - 0
		13/14	1	0 - 18
		13/14	2	0 - 1
		13/18	-	2 - 9
		13/19	-	0 - 10
		13/22	1	2 - 11
		13/22	2	0 - 7
		13/23	-	0 - 1
		23/1	1	0 - 1
		23/1	2	1 - 16
		23/2	1	1 - 1
		23/10	1	0 - 5
		23/10	2	1 - 12
		23/11	1	0 - 1
		24/6	-	0 - 5
		24/15	-	2 - 15
		24/16	-	2 - 15
		24/25	-	0 - 13
		32/5	-	2 - 8
		32/6	-	2 - 8
		32/15	-	2 - 8
		32/16	-	2 - 8
		32/24	2	0 - 1
		32/25	1	2 - 8

1	2	3	4	5
ODHAN	204	50/4	-	0 - 17
(Contd..)	(Contd..)	50/5	-	1 - 9
		50/6	1	0 - 1
		50/6	2	0 - 3
		50/7	-	1 - 19
		50/13	-	0 - 2
		50/14	-	2 - 19
		50/17	-	0 - 7
		50/18	-	2 - 14
		50/22	-	1 - 11
		50/23	-	1 - 9
		60/15	-	2 - 0
		60/16	-	2 - 0
		60/17	-	1 - 1
		60/23	-	0 - 3
		60/24	-	2 - 16
		61/1	-	0 - 9
		61/2	-	2 - 12
		61/9	-	0 - 1
		61/10	-	3 - 0
		61/11	-	0 - 16
		83/3	-	2 - 16
		83/4	-	0 - 5
		83/8	1	0 - 15
		83/8	2	0 - 5
		83/9	-	0 - 11
		83/10	-	0 - 1
		83/11	-	0 - 13
		83/12	-	2 - 3
		83/19	-	0 - 1
		83/20	1	1 - 2
		83/20	2	1 - 18
		83/21	-	0 - 10
		84/16	-	0 - 1
		84/25	-	2 - 7
		92/4	-	1 - 8
		92/5	-	1 - 9
		92/7	-	2 - 14
		92/8	-	0 - 7
		92/12	-	0 - 1

1	2	3	4	5
(Contd.)	(Contd.)	92/13	-	2 - 19
		92/14	-	0 - 2
		92/18	-	0 - 17
		92/19	-	2 - 4
		92/21	-	1 - 1
		92/22	-	2 - 0
		115/1	-	2 - 18
		115/10	-	1 - 0
		116/5	-	0 - 3
		116/6	-	2 - 4
		116/15	-	2 - 7
		116/16	2	2 - 0
		116/17	1	0 - 11
		116/24	-	2 - 6
		116/25	-	0 - 2
		127/4	1	0 - 9
		127/4	2	2 - 2
		127/7	-	1 - 8
		127/8	-	1 - 3
		127/13	-	2 - 11
		127/14	-	0 - 1
		127/18	-	2 - 11
		127/19	-	0 - 1
		127/22	-	2 - 0
		127/23	1	0 - 13
		155/1	-	0 - 1
		155/2	-	2 - 14
		155/9	-	1 - 1
		155/10	-	1 - 13
		155/11	-	1 - 18
		155/20	-	1 - 12
		156/16	-	0 - 16
		156/25	-	2 - 14
		162/4	-	0 - 3
		162/5	-	1 - 9
		250	-	1 - 6
		254	-	1 - 9
		256	-	0 - 9
		263	-	0 - 11

1	2	3	4	5
ODHAN (Contd..)	204 (Contd..)	267	-	0 - 7
		268	-	0 - 4
		272	-	0 - 3
		274	-	0 - 4
		281	-	0 - 7
		286	-	0 - 3
		287	-	0 - 2
		1202	-	0 - 3
		1218	-	0 - 2
		1236	-	0 - 5
2. RAM NAGAR	206	9/4	-	0 - 14
		9/6	-	0 - 5
		9/7	-	2 - 13
		9/13	-	0 - 11
		9/14	-	2 - 3
		9/17	-	0 - 1
		9/18	-	2 - 12
		9/22	-	0 - 6
		9/23	-	2 - 8
		19/25	-	1 - 14
		20/2	-	2 - 9
		20/3	-	0 - 4
		20/9	-	2 - 11
		20/10	-	0 - 2
		20/11	-	2 - 5
		20/12	-	0 - 8
		20/20	1	0 - 4
		20/20	2	2 - 9
		20/21	-	0 - 14
		31/5	-	2 - 13
		31/6	1	0 - 9
		31/6	2	0 - 14
		31/7	-	1 - 11
		31/14	-	2 - 13
		31/17	1	1 - 10
		31/18	-	0 - 18
		31/23	-	2 - 13
		39/25	-	0 - 4
		40/2	-	0 - 15

1	2	3	4	5
RAM NAGAR	206	40/3	-	1 - 18
(Contd..)	(Contd..)	40/8	-	0 - 1
		40/9	1/1	0 - 7
		40/9	1/2	0 - 7
		40/9	2/1	0 - 10
		40/9	2/2	1 - 8
		40/11	-	0 - 9
		40/12	-	2 - 4
		40/19	-	0 - 2
		40/20	-	2 - 13
		40/21	-	2 - 9
		55/1	-	0 - 5
		56/5	-	2 - 8
		56/6	-	2 - 12
		56/7	-	0 - 1
		56/14	2	2 - 4
		56/15	-	0 - 10
		56/17	-	2 - 13
		56/18	-	0 - 1
		56/23	-	1 - 17
		56/24	-	1 - 0
		61/3	-	2 - 14
		61/8	-	1 - 3
		61/9	-	1 - 11
		61/12	-	2 - 14
		61/19	-	1 - 10
		61/20	-	1 - 3
		61/21	-	2 - 10
		82/1	-	1 - 18
		82/10	-	0 - 1
		83/5	-	0 - 15
		83/6	-	2 - 14
		83/14	-	0 - 9
		83/15	-	2 - 5
		83/16	2	0 - 2
		83/17	-	2 - 9
		83/25	-	0 - 1
		145	-	0 - 3
		148	-	0 - 5



1	2	3	4	5
RAM NAGAR	208	218	-	0 - 4
3. GHUKANWALI	221	1/18	-	0 - 3
		1/23	-	0 - 4
		1/24	-	2 - 8
		4/3	-	2 - 9
		4/4	-	0 - 5
		4/8	-	2 - 12
		4/9	-	0 - 1
		4/12	-	2 - 4
		4/13	-	0 - 9
		4/19	-	2 - 13
		4/20	-	0 - 1
		4/21	-	1 - 14
		4/22	-	0 - 14
		7/6	-	1 - 13
		7/15	-	2 - 14
		7/16	-	1 - 6
		7/17	-	1 - 7
		7/24	-	2 - 14
		8/1	-	2 - 11
		8/10	-	1 - 0
		19/3	-	1 - 1
		19/4	1	1 - 12
		19/8	-	2 - 2
		19/9	-	0 - 3
		19/12	-	0 - 16
		19/13	-	1 - 17
		19/18	-	0 - 1
		19/19	-	2 - 14
		19/21	-	0 - 12
		19/22	-	2 - 2
		22/6	-	0 - 8
		22/15	-	2 - 12
		22/16	-	2 - 8
		22/17	-	0 - 5
		22/24	-	2 - 10
		22/25	-	0 - 3
		23/1	-	2 - 10
		23/2	1	0 - 1

1	2	3	4	5
GHUKANWALI (Contd.)	221 (Contd..)	23/10	-	2 - 5
		23/11	-	0 - 2
		36/4	2	2 - 6
		36/7	-	2 - 8
		36/14	-	1 - 7
		36/16	2	0 - 4
		36/17	-	2 - 1
		36/24	1	0 - 15
		36/24	2	0 - 11
		36/25	-	1 - 1
		42/4	-	0 - 1
		42/5	-	1 - 15
		42/6	1	1 - 4
		42/6	2	1 - 4
		42/15	1	0 - 17
		42/15	2	1 - 6
		42/16	1	1 - 8
		42/16	2	0 - 16
		42/25	-	2 - 8
		54/20	-	0 - 6
		54/21	-	1 - 2
		55/5	1	0 - 1
		55/5	2	2 - 8
		55/6	-	2 - 8
		55/15	-	2 - 7
		55/16	-	1 - 15
		55/25	-	0 - 17
		72/5	-	0 - 2
		73/1	-	2 - 3
		73/10	1/1	0 - 13
		73/10	1/2	0 - 4
		73/10	2/1	0 - 8
		73/10	2/2	0 - 12
		73/11	-	2 - 8
		73/20	1	0 - 1
		73/20	2	2 - 6
		73/21	-	2 - 8
		84/1	-	2 - 8
		84/9	-	0 - 1

1	2	3	4	5
GHUKANWALI (Contd..)	221 (Contd..)	84/10	1	1 - 4
		84/10	2	1 - 4
		84/11	-	1 - 15
		84/12	-	0 - 11
		84/19	-	1 - 9
		84/20	-	0 - 18
		84/21	-	0 - 2
		84/22	-	2 - 6
		103/2	1	0 - 2
		103/2	2	1 - 7
		103/2	3	0 - 1
		103/2	4	0 - 17
		103/9	-	2 - 8
		103/12	-	2 - 8
		103/19	1	1 - 4
		103/19	2	1 - 4
		103/22	-	2 - 9
		112/1	-	0 - 1
		112/2	-	2 - 14
		112/9	-	0 - 18
		112/10	-	1 - 17
		112/11	-	2 - 14
		112/20	-	0 - 11
		113/15	-	0 - 1
		113/16	-	1 - 19
		113/24	-	0 - 1
		113/25	-	2 - 14
		130/4	-	2 - 1
		130/5	-	0 - 13
		130/7	-	2 - 14
		130/8	-	0 - 1
		130/13	-	1 - 14
		130/14	-	0 - 12
		130/18/1	-	1 - 4
		130/18/2	-	1 - 8
		130/19	-	0 - 1
		130/22	-	2 - 3
		130/23	1	0 - 7
		140/1	2	0 - 1

1	2	3	4	5
GHUKANWALI (Contd. )	221 (Contd. )	140/2	-	2 - 13
		140/9	-	0 - 7
		140/10	-	2 - 6
		140/11	-	2 - 13
		140/20	-	0 - 9
		141/15	-	0 - 1
		141/16	-	2 - 5
		141/24	-	0 - 2
		141/25	1	2 - 0
		141/25	2	0 - 12
		156/4	-	2 - 7
		156/5	-	0 - 7
		156/7	-	2 - 11
		156/8	-	0 - 3
		156/13	-	2 - 8
		156/14	-	0 - 6
		156/18	-	2 - 6
		156/19	-	0 - 4
		156/22	-	2 - 10
		156/23	-	0 - 5
		167/1	-	0 - 6
		167/2	-	2 - 6
		167/9	-	0 - 3
		167/10	-	2 - 11
		167/11	-	2 - 7
		167/20	-	0 - 2
		168/15	-	0 - 7
		168/16	-	2 - 13
		168/24	-	0 - 9
		168/25	-	2 - 5
		181/4	-	2 - 13
		181/5	-	0 - 1
		181/7	-	1 - 19
		181/8	-	0 - 12
		181/13	-	2 - 14
		181/14	-	0 - 1
		181/18	-	2 - 0
		181/19	-	0 - 14
		181/22	-	2 - 12

1	2	3	4	5
GHUKANWALI (Contd..)	221 (Contd..)	181/23	-	0 - 1
		192/1	-	0 - 14
		192/2	-	1 - 17
		192/9	-	0 - 1
		192/10	-	2 - 14
		192/11	1	1 - 11
		192/11	2	0 - 8
		192/20	3	0 - 1
		193/15	-	0 - 14
		193/16	-	2 - 11
		193/24	-	0 - 15
		193/25	-	1 - 17
		205/4	-	2 - 14
		205/5	-	0 - 1
		205/7	1	1 - 5
		205/7	2	0 - 12
		205/8	-	0 - 15
		205/13	-	2 - 14
		205/14	-	0 - 1
		205/18	-	1 - 17
		205/19	-	0 - 15
		205/22	-	2 - 14
		205/23	-	0 - 1
		216/1	-	0 - 16
		216/2	-	1 - 17
		216/9	2	0 - 1
		216/10	-	2 - 14
		216/11	-	0 - 4
		230	-	1 - 6
		232	-	0 - 6
		238	-	0 - 3
		239	-	0 - 3
		247	-	1 - 9
		263	-	0 - 10
		265/8	-	0 - 8
		270	-	0 - 8
		365	-	0 - 7
		398	-	0 - 2
		403	-	0 - 3

1	2	3	4	5
GHUKANWALI	221	407	-	0 - 3
(Contd.)	(Contd.)	853	-	0 - 3
		857	-	0 - 4
		858	-	0 - 16
4 JAGMALWALI	309	16/4	-	0 - 2
		16/6	-	2 - 8
		16/7	-	0 - 2
		16/14	2	1 - 17
		16/15	-	0 - 13
		16/17	1	2 - 8
		16/17	2	0 - 1
		16/23	-	0 - 1
		16/24	1	1 - 5
		16/24	2	0 - 19
		19/3	-	1 - 5
		19/4	-	1 - 5
		19/7	-	0 - 1
		19/8	-	2 - 10
		19/13	-	2 - 10
		19/18	1	1 - 5
		19/18	2	0 - 5
		19/19	-	0 - 4
		19/22	1	2 - 3
		19/22	2	0 - 4
		19/23	-	0 - 1
		36/25	-	0 - 1
		37/2	1	0 - 2
		37/2	2	2 - 7
		37/9	-	2 - 3
		37/10	1	0 - 7
		37/11	2	2 - 4
		37/12	-	0 - 6
		37/20	1	1 - 16
		37/20	2	0 - 11
		37/21	-	2 - 8
		42/1	-	0 - 14
		43/5	-	1 - 12
		43/6	-	2 - 10
		43/14	2	0 - 1

1	2	3	4	5
JAGMALWALI	309	43/15	1	1 - 13
(Contd..)	(Contd..)	43/15	2	0 - 17
		43/16	-	1 - 4
		43/17	-	1 - 5
		43/24	-	2 - 10
		61/4	-	2 - 6
		61/7	-	1 - 6
		61/8	-	0 - 9
		61/13	-	1 - 14
		61/18	-	2 - 10
		61/22	-	0 - 7
		61/23	1	2 - 3
		69/2	2/1	0 - 1
		69/2	2/2	2 - 2
		69/3	1	0 - 1
		69/3	2	0 - 5
		69/9	-	2 - 10
		69/11	2	0 - 2
		69/12	-	2 - 8
		69/19	-	0 - 13
		69/20	-	1 - 17
		69/21	-	2 - 6
		88/5	-	0 - 1
		88/6	-	1 - 5
		88/15	1	1 - 14
		88/15	2	0 - 15
		88/16	-	2 - 10
		88/24	1	0 - 2
		88/24	2	0 - 13
		88/25	1	1 - 10
		88/25	2	0 - 1
		89/1	-	2 - 7
		89/10	1	0 - 18
		89/10	2	0 - 5
		98/4	-	2 - 9
		98/5	-	0 - 1
		98/7	-	2 - 10
		98/13	-	0 - 7
		98/14	-	2 - 3

1	2	3	4	5
JAGMALWALI	309	98/17	-	0 - 5
(Contd..)	(Contd..)	98/18	-	2 - 4
		98/23	-	2 - 10
		120/2	-	0 - 2
		120/3	-	2 - 8
		120/8	-	0 - 13
		120/9	1	1 - 0
		120/9	2	0 - 8
		120/12	-	2 - 10
		120/19	-	2 - 10
		120/21	-	1 - 6
		120/22	-	1 - 4
		127/1	-	2 - 10
		127/10	-	2 - 10
		127/11	-	1 - 18
		127/20	-	0 - 2
		128/15	-	0 - 7
		128/16	-	2 - 4
		128/25	-	2 - 10
		152/4	-	0 - 3
		152/5	-	2 - 6
		152/6	-	0 - 10
		152/7	-	2 - 0
		152/14	-	2 - 10
		152/17	-	2 - 9
		152/18	-	0 - 1
		152/23	-	1 - 12
		152/24	1	0 - 18
		161/3	-	2 - 10
		161/8	-	2 - 10
		161/12	-	1 - 2
		161/13	-	1 - 8
		161/18	-	0 - 1
		161/19	-	2 - 10
		161/22	-	2 - 10
		189/16	-	0 - 5
		189/25	-	1 - 19
		190/1	-	0 - 13
		190/2	-	1 - 16
		190/9	-	0 - 1
		190/10	-	2 - 4
		190/11	-	2 - 10
		190/20	-	2 - 5
		190/21	-	0 - 7



1	2	3	4	5
JAGMALWALI (Contd..)	309 (Contd..)	198/5	-	2 - 10
		198/6	-	2 - 9
		198/7	-	0 - 1
		198/14	-	1 - 13
		198/15	-	0 - 17
		198/17	-	2 - 2
		234	-	1 - 0
		236	-	0 - 11
		240	-	0 - 8
		285	-	0 - 2
		289	-	0 - 8
		295	-	0 - 2
		969	-	0 - 7
		976	-	0 - 4
		994	-	0 - 4
		1004	-	0 - 2
		1030	-	0 - 14
5 HASSU	311	5/23	-	0 - 1
		6/3	-	1 - 12
		6/8	-	2 - 7
		6/13	-	2 - 7
		6/18	-	2 - 7
		6/23	-	2 - 7
		20/3	-	2 - 7
		20/8	-	2 - 7
		20/13	-	2 - 7
		20/18	-	2 - 7
		20/23	-	2 - 7
		23/3	-	2 - 7
		23/8	-	2 - 7
		23/13	-	2 - 7
		23/18	1	1 - 17
		23/18	2	0 - 10
		23/23	1	0 - 17
		23/23	2	1 - 11
		42/3	1	1 - 2
		42/3	2	1 - 1
		42/8	1	1 - 18
		42/8	2	0 - 9
		42/13	-	2 - 7
		42/18	-	2 - 7
		42/22	-	0 - 1
		42/23	-	2 - 7
		48/2	-	0 - 3
		48/3	-	2 - 4

1	2	3	4	5
HASSU	311	48/8	1	1 - 9
(Contd. )	(Contd..)	48/8	2	0 - 12
		48/9	-	0 - 6
		48/12	1	0 - 2
		48/12	2	0 - 8
		48/13	-	1 - 18
		48/18	1	0 - 9
		48/18	2	0 - 18
		48/19	-	0 - 6
		48/22	-	0 - 19
		48/23	1	1 - 12
		69/2	2	0 - 18
		69/3	-	1 - 10
		69/8	-	0 - 10
		69/9	-	2 - 0
		69/12	-	0 - 12
		69/19	-	2 - 16
		69/20	-	0 - 6
		69/21	-	2 - 7
		69/22	-	0 - 4
		76/1	-	2 - 7
		76/10	1	0 - 2
		77/5	-	0 - 7
		77/6	-	2 - 12
		77/14	-	0 - 8
		77/15	-	2 - 6
		77/16	-	0 - 2
		77/17	-	2 - 13
		77/23	-	0 - 7
		77/24	1	0 - 4
		77/24	2	1 - 19
		93/3	-	2 - 14
		93/4	-	0 - 1
		93/8	-	2 - 8
		93/9	-	0 - 13
		93/11	-	0 - 10
		93/12	-	1 - 18
		93/13	-	0 - 1
		93/19	-	2 - 8
		93/21	-	0 - 1
		93/22	-	2 - 2
		102/1	-	1 - 10
		102/2	-	0 - 17

1	2	3	4	5
HASSU (Contd..)	311 (Contd..)	102/9	-	0 - 11
		102/10	-	1 - 17
		102/11	-	2 - 8
		102/12	-	0 - 1
		102/20	-	2 - 8
		102/21	-	2 - 8
		113/15	-	0 - 1
		113/16	-	0 - 9
		113/25	-	1 - 7
		114/1	-	2 - 8
		114/10	-	2 - 8
		114/11	-	2 - 8
		114/20	-	1 - 17
		114/21	-	0 - 19
		121/1	-	0 - 2
		122/5	-	2 - 5
		122/6	-	2 - 8
		122/15	2	2 - 8
		122/16	-	2 - 8
		122/25	-	2 - 8
		128/5	-	2 - 5
		128/6	-	2 - 6
		128/7	-	0 - 1
		128/14	-	0 - 17
		128/15	-	1 - 18
		128/17	-	0 - 10
		140	-	1 - 5
		144	-	0 - 10
		148	-	0 - 6
		390	-	0 - 3
		394	-	0 - 2
		397	-	0 - 2
		410	-	0 - 6
		418	-	0 - 2
		422	-	0 - 4
		430	-	0 - 3

[No. R-31015/6/2002-O.R.-II]  
HARISH KUMAR, Under Secy.

**श्रम मंत्रालय**

नई दिल्ली, 29 अगस्त, 2002

**का. आ. 3079.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 61/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2002 को प्राप्त हुआ था।

[सं. एल-12012/431/92-आई.आर. (बी.-II)]

सी. गंगाधरण, अवर सचिव

**MINISTRY OF LABOUR**

New Delhi, the 29th August, 2002

**S.O. 3079.**—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/93) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 28-8-2002.

[No. L-12012/431/92-I.R. (B-II)]

C GANGADHARAN, Under Secy.

**ANNEXURE**

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER: SH S M. GOEL

**Case No. ID 61 of 1993**

Organising Secretary, .....Applicant  
Punjab National Bank Employees Union,  
113-B, Model Town,  
Extension, Ludhiana

V/s

Chief Manager, .....Respondent  
Punjab National Bank,  
Ludhiana.

**Representatives**

For the Workmen : Workman in person.  
For the management : Sh R. C Thakur

**AWARD**

Dated : 26-7-2002

The Central Govt Ministry of Labour vide Notification No.L-12012/431/92-I.R.B.II dated 12th May, 1993 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Chief Manager, Punjab National Bank, Ludhiana imposing punishment by

way of warning to Shri L.D. Vashist, Clerk-cum-Godown Keeper is legal and justified? If not, to what relief the concerned workman is entitled and from what date?”

2. In the claim statement it is pleaded by the workman that he was employed in the Punjab National Bank and the manager T. L. Goel was inimical to him due to his rival union activities and on 23-8-1988, the applicant was suspended and later on he was served with a chargesheet which was replied to by the workman. Later on amended chargesheet was issued which is against the procedure. Later on department enquiry was held and the enquiry officer had not given him fair and reasonable opportunity which is against the provisions of 1st Bipartite Settlement. The enquiry was conducted against the applicant in a very biased manner and the charge No. 1 was not proved and charge No. 2 was proved by the enquiry officer which does not constitute gross misconduct. The punishment of warning was imposed which is against the bipartite settlement. Thus the applicant has prayed that the action of the management in awarding the punishment of warning is unfair and unjustified and it is prayed that the punishment be ordered to be withdrawn.

3. In the written statement the management has pleaded that the applicant was placed under suspension w.e.f. 23-7-1988 for disobedience of the orders of his superiors and for creating disorderly behaviour at the premises of the bank on that date. It is admitted that chargesheet was served and amended chargesheet was also given. He misbehaved with manager in the presence of the bank customers and enquiry was ordered and the enquiry was conducted in a fair and reasonable manner and in accordance with the principle of natural justice and the charge was proved against the applicant during the enquiry and he was given the punishment of warning under para 19.6(b) of the Bipartite Settlement as amended up to date. He was also given the personal hearing with regard to the nature of punishment. The appeal of the applicant was also rightly rejected. It is also prayed that in case the enquiry is not held to be fair, the management is ready to prove the charge before this Tribunal. Thus the management prayed for the dismissal of the present reference.

4. Replication was also filed reiterating the claim made in the claim statement.

5. In evidence, the applicant filed the affidavit Ex. W1 in support of his case reiterating the facts pleaded in the claim petition. In rebuttal the management has filed the affidavit of Satish Kumar Mohala who filed his affidavit Ex. M1 and he also relied on the enquiry file Ex. M2.

6. I have heard the learned representatives of the parties and have gone through the evidence and record and the enquiry file also. The workman has not argued his case on the merits of the enquiry. He has during the course of arguments not challenged the correctness of the enquiry and its fairness according to the principle of natural justice. He has only argued that the management has given him the punishment of warning and the show cause notice also

speaks the same. But he was denied the monetary and other benefits which is against the provisions of the Bipartite Settlement. As per the provisions of 19.6(b) the person be warned or censured, or have an adverse remark entered against him. Thus the punishment of warning has been awarded to the workman and his pecuniary benefits can not be withheld by the management. He can not be put to monetary loss. Since the applicant has not disputed the enquiry proceedings, it is held that there is no infirmity in the enquiry conducted against the applicant and enquiry is fair and proper. Regarding the punishment of stopping the monetary benefits, it is unjustified on the part of the management and the applicant is entitled for the full salary during the suspension period and other benefits which could not be denied to the applicant and this punishment is the discretionary part of Bipartite Settlement para 19.6(b) under which the punishment has been awarded by the bank. Thus holding that the enquiry conducted against the applicant is fair and proper and punishment of warning is justified, the punishment of not paying any monetary benefits to the workman in my considered opinion is unjustified. The applicant is entitled to the salary in full for the entire period of his suspension including any other monetary benefits to which he was entitled. The management is directed to make the payment of the dues within one month from the date of publication of the award. The reference is answered accordingly, Central Govt. be informed.

Chandigarh

26-7-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 अगस्त, 2002

**का. आ. 3080.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 377/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2002 को प्राप्त हुआ था।

[ सं. एल-12011/255/2000-आई.आर. (बी.-II) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 29th August, 2002

**S.O. 3080.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 377/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 28-8-2002.

[No. L-12011/255/2000-I.R. (B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

#### Present:

Shri S.K. Dhal, OSJS, (Sr. Branch),

Presiding Officer, C.G.I.T.-cum-Labour Court,  
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 377/2001

Date of conclusion of hearing - 23rd July, 2002

Date of Passing Award - 21st Aug., 2002

#### Between:

The Management of the Regional Manager,  
Canara Bank, Red Cross Building,  
Sachivalya Marg,  
Bhubaneswar-22. ... 1st Party-Management.

And

Their Workmen,  
represented through the  
General Secretary,  
Canara Bank Staff Union,  
P.B. No. 10051,  
268/70 Frere Road Fort,  
Mumbai-400001 ... 2nd Party-Union.

#### Appearances:

Shri S.K. Mishra, Sr. Manager. ... For the 1st Party-  
Management.

Shri Jayakrishna Patnaik. ... For the 2nd Party-  
Union.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12011/255/2000/IR (B-II), dated 12.02.2001:

"Whether the action of the Management of Canara Bank by reducing the scale wage by 2 stages imposed on Shri J.K. Pattnaik, disputant as punishment, is justified? If not, what relief the workman is entitled to?"

2. The 2nd Party is a Union representing the case of his member, Shri J K Pattnaik. The case of Shri Pattnaik as pleaded in the Claim Statement may be stated in brief.

He joined the services of the Bank on 31-5-1978 as a Clerk and was posted at Cuttack Road, Bhubaneswar Branch since 27-6-1992. He was posted as Special Assistant with effect from 10-5-1990. As per the Bipartite Settlements, the Special Assistant will continue to be in the pay scale applicable to clerical workman and apart from performing his normal clerical work; he is required to shoulder

additional responsibilities for which he is paid a Special Allowance. On 16-5-1995 after the close of banking business hours some outsider stole certain Demand Draft leaves and the same was noticed by the employees including the workman Shri Pattnaik, when they returned after lunch recess and the matter was reported to the immediate higher authorities. After observing necessary formalities departmental enquiry was conducted against Shri Pattnaik and two others. All were found guilty of misconduct of their negligence. Punishment was imposed on Shri Pattnaik by reducing the scale of pay by two stages, the grievance of the 2nd Party is that, the findings recorded by the Disciplinary Authority can not be sustainable because it is based on no evidence. Moreover, the punishment awarded is also not proportionate to the misconduct committed by Shri Pattnaik. So, prayer has been made to declare the findings of the Disciplinary Authority, finding Shri Pattnaik guilty as illegal and the punishment imposed by him is unjustified. Further prayer has been made for payment of arrears.

3. The 1st Party-Management has filed their Written Statement. The 1st Party-Management in their Written Statement has pleaded that the reference is not maintainable. Their further case is that though Enquiry Officer did not found Shri Pattnaik guilty, the Disciplinary Authority has got right to access the evidence and to differ from the findings of the Enquiry Officer. Accordingly, the Disciplinary Authority found Shri Pattnaik guilty and after giving opportunity to Shri Pattnaik, the punishment has been imposed considering the gravity of the misconduct committed by Shri Pattnaik. The 1st Party-Management has further submitted that this Tribunal has got no jurisdiction to express any opinion on the findings of the Disciplinary Authority holding Shri Pattnaik is guilty for misconduct because that is not the terms of the reference. It has been further submitted that this Tribunal is also not competent to reduce the punishment because it not a case of removal or dismissal

4. On the above pleadings of the parties, the following Issues have been settled.

- 1 Whether the reference is maintainable?
- 2 Whether the action of the Management of Canara Bank by reducing the scale wage by 2 stages imposed on Shri J. K. Pattnaik, the disputant as punishment is legal and justified?
3. If not to what relief the workman concerned is entitled?

5 Before going to the merit of the case, it may be stated here that, both the parties have declined to adduce oral evidence. They have relied upon the documents placed before this Tribunal by them.

#### FINDINGS

##### ISSUE NO. I

6 The 1st Party-Management has imposed punishment on Shri Pattnaik by reducing scale wage by two stages. According to the 2nd Party this punishment is

not proportionate to the misconduct committed by Shri Pattnaik. It is further submitted that the findings of the Disciplinary Authority that Shri Pattnaik is guilty of misconduct is also not sustainable in the eye of law as it is based on no evidence at all, particularly when the Enquiry Officer has recorded a findings that charge was not proved against Shri Pattnaik. In my opinion there exists a dispute between the parties and the appropriate Government has made reference to this Tribunal for answering the reference. No materials has been placed on behalf of the 1st Party-Management that the reference is not maintainable. On the other words I am of the opinion, this reference is maintainable. This Issue is answered accordingly.

##### ISSUE NO. II

7. During course of argument it is submitted on behalf of the 2nd Party that, the Disciplinary Authority has acted illegally by recording a finding that Shri Pattnaik has found guilty for misconduct particularly when the Enquiry Officer did not found Shri Pattnaik guilty. So they have contended that, this Tribunal should record a finding that, the findings of the Disciplinary Authority is unjustified, illegal and not sustainable in the eye of law. On the other hand, it is submitted on behalf of the 1st Party-Management that, this Tribunal is not competent to express any findings in this regard because no reference has been made to this Tribunal. According to the 1st Party-Management the Tribunal can not go beyond the terms of the reference. Admittedly the appropriate Government has not asked this Tribunal to express finding as to whether the findings of the Disciplinary Authority that, Shri Pattnaik has committed misconduct is legal or justified? So in that case, this Tribunal would lack jurisdiction to express any findings in that respect This Tribunal is required to see whether the punishment imposed on Shri Pattnaik by reducing his scale wage by two stages is justified or not? The submission made on behalf of the 1st Party-Management is that the punishment can not be reduced by the Tribunal because it is not a case of dismissal or removal from service. I am not inclined to accept this submission. The Tribunal could interfere with the quantum of punishment only where punishment was shockingly disproportionate with the gravity of the misconduct committed by the delinquent-Workman because that would lead to the interference of malafides. It is the duty of the Tribunal to see whether the punishment imposed by the employer is commensurate with the gravity of the acts of misconduct. In this case two others were charge-sheeted and were found guilty for misconduct including Shri Pattnaik that they were careless and negligence in duty for which the Demand Drafts were stolen from their table Besides Shri Pattnaik two others were found guilty of misconduct They are Shri K.K. Choudhury, Clerk and Shri M.K. Murmu, Officer. In case of Mr. Choudhury, punishment of stoppage of two increments with cumulative effect has been imposed as revealed from the Annexure-5 filed on behalf of the 1st Party-Management. In case of Shri Murmu, the punishment of withholding of four increments of pay with cumulative effect has been imposed. In case of Shri Pattnaik punishment has been imposed by reducing a lower stage in the scale of pay by two stages have been imposed As per Section-4 of the

certified standing order an employee found guilty of gross misconduct may be awarded with the following punishment.

- (a) Be dismissed without notice; or
- (b) Be compulsorily retired/removed from service; or
- (c) Be brought down to lower stage in the scale of pay up to a maximum of two stages; or
- (d) Have his increment stopped; or
- (e) Have his special allowance withdrawn; or
- (f) Be warned or censured or have an adverse remarks against him; or
- (g) Fined.

In this case, Shri Choudhury and Shri Murmu punishment was imposed as per Clause-D of Section-4. But in the case of Shri Pattnaik, punishment has been imposed as per Clause-C of Section-4. It is submitted on behalf of the 2nd Party that when two others standing on the same footing have been awarded punishment of withholding of increment, the same punishment could have been imposed on Shri Pattnaik. On the other hand, it is submitted on behalf of the 1st Party-Management that, considering the gravity, nature of misconduct and the role of Shri Pattnaik the punishment has been imposed as per Clause-C of Section-4 of the Certified Standing Order.

8. All the three have charge-sheeted for acting negligently and being careless because the Demand Drafts, which were valuable documents, were stolen. Shri Choudhury is a Clerk, Shri Murmu is an Officer and the present disputant Shri Pattnaik is the Special Assistant. In my opinion, when the punishment of withholding increments has been imposed in the case of Shri Choudhury and Shri Murmu, there is no compelling circumstance for the 1st Party-Management to impose higher punishment on Shri Pattnaik. There is no material that, Shri Pattnaik was censured or warned or fined earlier for some sort of misconduct. In my opinion, the punishment imposed on Shri Pattnaik is shockingly disproportionate and in that case, this Tribunal has jurisdiction to interfere into the quantum of punishment. Considering the nature of misconduct and role of the disputant Shri Pattnaik, I am of the opinion that, the punishment of stoppage of two increments with cumulative effect as done in the case of Shri Murmu and Shri Choudhury would be just and proper. On the other words, the action of the Management of Canara Bank by reducing the scale wage by two stages imposed on Shri J.K. Pattnaik, the disputant as punishment is not proper. Hence, this Issue is answered accordingly.

#### ISSUE NO. III

9. In view of my findings given in respect of Issue No. II, the punishment of stoppage of two increments with cumulative effect would be just and proper punishment for Shri Pattnaik. In view of such punishment the disputant, Shri Pattnaik is entitled to get the financial benefits, which has been refused by reducing the scale wage by two stages.

10. Reference is answered accordingly.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 29 अगस्त, 2002

का. आ. 3081. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध में निदेशित औद्योगिक विवाद में औद्योगिक अधिकरण गोहाटी के पंचाट [संदर्भ संख्या 22(C)/1999] को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2002 को प्राप्त हुआ था।

[ सं. एन-12011/14/99-आई.आर. (बी.-II) ]

सी. गंगाधरन, अवर सचिव

New Delhi, the 29th August, 2002

S.O. 3081. — In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 22 (C)/1999] of the Industrial Tribunal, Guwahati as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 28-8-2002.

[No. L-12011/14/99-I.R. (B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

IN THE INDUSTRIAL TRIBUNAL GUWAHATI:  
ASSAM

#### REFERENCE NO. 22(C) OF 1999

<b>Present :</b>	Shri H. A. Hazarika, LL.B., Presiding officer, Industrial Tribunal, Guwahati.
<b>In the matter of an Industrial Dispute between :</b>	The Management of Union Bank of India.
	Vs.
<b>Their workman :</b>	Shri Ranjit Sharma.

**Date of Award : 22-5-2002**

#### AWARD

The reference arising out of the Govt. Order No. L. 12011/14/99/IR(B.II) dt. 16-7-99 relates to the dispute indicated in the schedule below :

"Whether the section of Union Bank of India's, Management in denying appointment to Sh. Ranjit Sharma as Sub-Staff by earmarking the vacancy in "reserve category" is justified. If not, what relief the affected workman employed entitled to?"

On receipt of notice both the parties appeared and filed their written statement before the tribunal. Management is taken step through their learned advocate Mr. P. N. Chowdhury. The workman side is absent without step. On perusal of ordersheet it is found that the workman

side is absent persistently for last 3 dates without any step. It appears to me that the workman side is interested to proceed with this matter. Consequently it appears to me there is no dispute between the parties at this stage. Accordingly for ends of justice and interest of speedy disposal it is disposed with a no dispute award. Prepare an award.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 29 अगस्त, 2002

**का. आ. 3082.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचात (संदर्भ संख्या 80/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2002 को प्राप्त हुआ था।

[सं. एल-12012/4/91-आई.आर. (बी.-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 29th August, 2002

**S.O. 3082.**—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 80/91) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 28-8-2002.

[No. L-12012/4/91-I.R. (B-II)]

C GANGADHARAN, Under Secy.

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER : SH. S. M. GOEL

Case No. I. D. 80 of 1991

Zonal Secretary,  
Syndicate Bank Staff Association  
(Regd.) 928,  
Sector 7-C, Faridabad.

.....Applicant

V/s

The Dy General Manager,  
Syndicate Bank,  
Zonal Office Sarojini House,  
6 Bhagwan Dass Road,  
New Delhi.

.....Respondent

#### Representatives

For the Workmen : Sh D. R. Sharma

For the management : Sh. Vipin Mahajan

#### AWARD

Dated : 25-7-2002

The Central Govt. Ministry of Labour vide Notification No. L-12012/4/91-I.R. (B. II) dated 25th June 1991 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Syndicate Bank in dismissing Sh. Kamal Singh Rawat, clerk is justified ? If not, to what relief is the workman entitled to?"

2. The applicant filed the claim statement pleading that he was working as a clerk at the Divisional office of Faridabad branch and he was served with the charge sheet regarding making some entries of Rs. 8000/- which was deposited by one Shri Hari Ram in his SB Account No. 771 on 14-7-1984. This amount of Rs. 8000/- was handed over by one Hari Ram to the applicant for depositing the same in the account of said Hari Ram and in token of receipt of Rs. 8000/- it is alleged that the applicant had made the entries in the pass book and also initialled the same. It is also alleged that the applicant was served with another charge i.e. that on 13-8-1984 one Shri Attar Singh has deposited an amount of Rs. 8500/- and it is alleged by the bank that applicant had altered the entry by splitting the entry of Rs. 850/- into two Rs. 500/- towards the credit of SB Account No. 725 of Attar Singh and Rs. 8000/- in the account of Hari Ram and also altered the serial number of vouchers. The management during the course of enquiry has not complied with the principle of natural justice and he was not provided with the opportunity to prove his case and also cross-examine the evidence led by the management. The applicant also filed an appeal but the appeal was also dismissed. It is pleaded that enquiry conducted against the applicant is against the principle of natural justice and the complaint was taken by the branch himself. Therefore, the applicant has prayed that enquiry declared vitiated and against the principle of natural justice and he be reinstated in service with all attendant benefits, and with back wages.

3. In written statement the management has pleaded that the applicant was charge sheeted for grave misconduct which are prejudicial to the interest of the bank. It is pleaded that enquiry against the applicant was conducted with all fairness and he was allowed full opportunity to defend himself during the course of enquiry. The applicant alongwith his representative attended the enquiry and he was also allowed to cross-examine the witnesses of the management and also to adduce evidence on his behalf. The appeal filed by the applicant was also rejected by the appellate authority. It is also pleaded that if at any stage this Hon'ble Court feels that enquiry was not conducted in conformity with the principle of natural justice, this Tribunal may hold fresh enquiry in to the charges levelled against the workman and the management is ready to prove the charges in this Tribunal itself. It is admitted by the management that half an hour was given to the workman to bring his defence but the defence failed to adduce any evidence. It is also denied by the management that the charges levelled were concocted. It is also denied that



complaint was procured by the manager. It is also pleaded that enquiry was consulted fairly and properly and the applicant was given full opportunity to defend himself and thus the management has prayed that the reference of the workman deserves to be rejected and the applicant is not entitled to any relief.

4. The applicant also filed rejoinder reiterating the claim made in the claim statement.

5. In evidence the applicant filed the affidavit of himself as W1 and he also appeared for cross-examination. He has admitted in cross-examination that he could not produce his witnesses due to non-availability. He has also admitted that he cross-examined the witnesses of the management. The workman also produce MW2 Ashok Salwan who was the representative of the workman during the course of enquiry and he has filed his affidavit as Ex. W2. It is admitted by WW2 in cross-examination that personal hearing was given to the applicant by the appellate authority. In rebuttal the management filed the affidavit of U.V. Kukkilaya as M1 and he also appeared for cross-examination as MW1.

6. I have heard the learned counsel for the parties and have gone through the entire enquiry file and evidence and other record of the case. The counsel for the applicant has laid much stress in the quantum of punishment as the applicant has a considerable length of service and the punishment of dismissal from service is harsh one and the applicant may be given the punishment proportionate to the alleged misconduct of the applicant. No infirmity has been pointed out by the learned counsel in the conduction of the enquiry and I have also gone through the entire enquiry proceedings placed before me. It is very much clear that the applicant had cross-examined the evidence of the management in the enquiry and he was also given the opportunity of defence which the workman failed due to non-availability of his defence witnesses the list of which was not supplied during the course of enquiry. The applicant was also given the opportunity of personal hearing before imposing the punishment and also opportunity of hearing was also afforded by the appellate authority. Thus I hold that the enquiry was conducted in accordance with the settled principle of natural justice.

7. The learned counsel for the workman has prayed this court for interference in the punishment imposed on the applicant. In view of the latest judgement of the Hon'ble Supreme Court in the case of UCO Bank and others Vs. Hardev Singh decided on 18-2-2002 wherein the Hon'ble Supreme Court has held that 'one expects the higher standards of honesty and integrity and when the amount deposited by the bank customers do not find their way into the coffers of the bank but land up in the pocket of an employee, to say that the charge is not serious or the embezzlement is not intentional would be gross understatement, the least to say, the charge framed was serious and normally punishment of dismissal from service would have been logical course to take'. Thus I find no force in the contention of the learned counsel for the workman and I find no ground to interfere in the punishment aspect imposed upon the workman. Thus I find no force in

the present reference. The same is rejected. The reference is answered accordingly. Central Govt. be informed.

Chandigarh.

25-7-2002

S. M. GOEL, Presiding Officer,

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 78/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-8-2002 को प्राप्त हुआ था।

[ सं. एल-12012/127/96-आई.आर. (बी.-II) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 2nd September, 2002

S. O. 3083.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/97) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 29-8-2002.

[No. L-12012/127/96-I.R. (B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

"SHRAM SADAN",

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,  
YESHWANTHPUR, BANGALORE

Dated : 21st August, 2002

PRESENT

HON'BLE SHRI V. N. KULKARNI, B.COM, LLB,

PRESIDING OFFICER

CGIT-CUM-LABOUR COURT, BANGALORE.

C. R. No. 78/97

#### I Party

Dy. General Secretary,  
Syndicate Bank Staff Union,  
G-6, Manish Towers,  
J.C. Road,  
Bangalore-2

#### II Party

The Zonal Manager,  
Syndicate Bank Z.O.,  
Gandhinagar,  
Bangalore-9

**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/127/96 IR (B-II) dated 19th September, 1995 for adjudication on the following schedule :

**SCHEDULE**

"Whether the action of the management of Syndicate Bank, Bangalore in dismissing Shri P.R. Ravi Kumar, Clerk/Cashier from service w.e.f. 6-2-1993 is legal and justified? If not, to what relief is the said workman entitled?"

2. The First Party was working with the Second Party Management. He was dismissed from service and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. Syndicate Bank Staff Union has raised this dispute on behalf of the workman.

5. The case of the union in brief is as follows :—

6. The order of dismissal is illegal. Charge Sheet is not correct. In fact the case of the workman is that there was heavy workload and that due to heavy work the remittance of Rs. 502/- has escaped his attention and at the moment the laps was brought to his notice he made good the amount. Therefore, he has not committed any misconduct for the management to dismiss him from service.

7. The workman has been in service of the Bank since 1984 and he is physically handicapped. The punishment imposed on the workman is in the nature of victimization, grossly disproportionate and is discriminatory. He has given an example of one Assistant Manager at Chickpet Branch, Bangalore in para 9 of the Claim Statement. Workman has been discriminated and severe punishment is imposed which is not correct. First party union for these reasons and for some other reasons has prayed to pass award in his favour.

8. The case of the management in brief is as follows :—

9. The case of the management is that the workman at the extension counter received a sum of Rs. 502/- towards Mail Transfer from a customer, Shri T.K.P. Abubacker to be remitted as a Mail Transfer to the Savings Bank Account No. 24540 maintained by him at bank's Panoor Branch. The workman accepted the application for Mail Transfer along the cash and returned the counterfoil duly stamped and signed, to the customer as a token of acceptance of the cash. But Mail Transfer was not affected. The workman has committed misconduct and has misappropriated the said amount temporarily. Details are given in Para 2 of the Counter. The workman reimbursed the amount on 27-12-1991 and it was received by him on 13-9-1991 and there is misappropriation. All the allegations made by the workman are not correct and the action of the management is perfected there is no discrimination or victimization. The

bank has lost confidence in the workman. Faith and confidence are two pillars of Banking Industry. If public loose faith and confidence in the bank that will be the end of the Banking Industry. Management for these reasons and for some other reasons has prayed to reject the reference.

10. It is seen from the records that the management examined MW1. Workman has not given any evidence.

11. It is seen from the records that on 13th June, 2002 the learned counsel for the first party submitted that he is conceding DE as fair and proper. Thereafter the case was posted for arguments on merits.

12. I have heard the learned counsels appearing for both the parties. I have carefully perused the entire records. I have read the evidence.

13. Now that the enquiry is held as fair and proper we will have to see whether the findings of the Enquiry Officer is correct or perverse.

14. At the very outset I am of the opinion that the workman has not pointed out that the finding of the Enquiry Officer is perverse. I have carefully read the evidence recorded by the Enquiry Officer and perused the entire records.

15. On going through the evidence and the material before me I am of the opinion that the finding given by the Enquiry Officer is perfect and based on the evidence produced by the management. The Enquiry Officer has correctly appreciated the evidence. By now it is well settled that if the enquiry is fair and proper, this tribunal has little discretion under section 11 A of the ID Act to interfere with the punishment imposed by the management.

16. Apart from this there is a letter M Ex-2 dated 27-12-91 given by the workman in his handwriting with his signature, wherein he admitted that he received a sum of Rs. 502/- on 13-9-91 toward M.T. on Panoor Branch and did not account for the same in the books of account at the NSVK Extension Counter attached to the Jayanagar Branch though he had issued the counter foil to that effect to the customer.

17. It is also clear from the material before me that the workman had reimbursed the said amount on 27-12-91. In other words the finding of the Enquiry Officer that the workman has misappropriated the banks fund temporarily is based on evidence.

18. In the instant case the workman has not given any evidence before this Tribunal. I have already held that the finding of the Enquiry Officer is perfect. Further the allegations made by the workman that there is victimization and discrimination is not established at all. On the other hand workman himself has admitted temporary misappropriation.

19. I have given my best consideration to the material before me and there are no good grounds to invoke the provisions of Section 11 A of the ID Act. Accordingly I proceed to pass the following order.

**ORDER****The reference is rejected.**

(Dictated to PA transcribed by her corrected and signed by me on 21<sup>st</sup> August, 2002)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 113/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[ सं. एल-12011/5/94-आई.आर. (बी.-II) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd September, 2002

S.O. 3084.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 113/94) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 2-9-2002.

[No. L-12011/5/94-I.R. (B-II)]

C. GANGADHARAN, Under Secy.

**ANNEXURE**

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : Sh. S. M. Goel

Case No. 113/94

Regional Secretary, PNB Employees Union 8918/5, Natha Bans Ambala. ....Applicant

Versus

Regional Manager, PNB Regional Office, Pipili Road Kurukshetra. ....Respondent

**APPEARANCES**

For the Workmen : None

For the management : Shri Jasmer Singh

**AWARD**

Passed on 20-8-2002

The Central Govt. vide No. L-12011/05/94-IR (B 2) dated 3rd of August 1994 has referred the following dispute to this Tribunal for adjudication :

Whether the action of the management of PNB in deducting the wages of staff members posted at their

Ismailabad branch for 26-6-92 is legal and justified? If not, what relief are the concerned workmen entitled to?"

2. Despite many notices none has put up appearance on behalf of the applicant/Union. It appears that applicant/union is not interested to pursue with the present reference. In view of the above. I have no option but to answer the reference against the union as the union is not interested to pursue the same Central Govt. be informed.

Chandigarh.

20-8-2002

S.M. GOEL, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3085.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 22/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[ सं. एल-12011/150/87-डी-II (ए) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd September, 2002

S.O. 3085.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 2-9-2002.

[No. L-12011/150/87-D-II(A)]

C. GANGADHARAN, Under Secy.

**ANNEXURE**

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

**PRESENT**

Rudresh Kumar, Presiding Officer

I.D. No. 22/2002 (Delhi No. 115/89)

Ref. No. L-12011/150/87-D-2(A) Dated : 24-10-89

**BETWEEN**

The Deputy General Secretary  
National Confederation of Bank of India Staff Union,  
F-14/6 C, Krishna Nagar, Delhi-110051.

**AND**

The Chairman & Managing Director,  
Bank of India, Express Tower, Nariman Point,  
Mumbai-400023.

**AWARD**

By order No. Ref. No. L-12011/150/87-D-2(A) dated 24-10-89, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 29(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between The Dy. General Secretary, National Confederation of Bank of India Staff Union, F-14/6 C, Krishna Nagar, Delhi-110051 and the Chairman and Managing Director, Bank of India, Express Tower, Nariman Point, Mumbai-400023 for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, vide Order No. Z-20025/54/2001-CLS-II dated 19-4-2002 the Central Government, transferred this industrial dispute to this Tribunal for adjudication.

The references under adjudication are reproduced :

- (1) "Whether the action of the management of Bank of India in not absorbing the temporary sub-staff is justified? If not, to what relief the workmen concerned are entitled?"
- (2) "Whether the action of the management of Bank of India in not considering for absorption in banks's service the remaining employees of M/s. Khanna security service i.e. S/Shri Om Prakash, M.P. Gill, Satvir Puran Singh and Ram Din is justified? If not, to what relief the concerned workmen are entitled?"

2. Two separate references, as above, require adjudication in this industrial dispute. It seems appropriate to deal reference wise facts for sake of convenience.

**Reference No. 1**

3. It is alleged that the management of Bank of India, with malafide intention has denied status of permanent employees to the persons who were otherwise entitled to be absorbed as permanent employees under the provisions of different settlement awards, entered into the Industrial Disputes Act, 1947. There are four categories of employees in the banking industry, as per the Bipartite settlements, Shastri Award and Desai Award, viz:

- (a) Permanent employee;
- (b) Probationers;
- (c) Temporary employees; and
- (d) Part time employees.

4. The management denied benefit of permanent employment to sub-staff. The members recruited as temporary employees are called by redesignation as 'Budlee sepoy' in difference states and there is no fix criteria for permanent absorption of these employees. The management on their sweet will fixed varied criteria, only to deny absorption of such employees against permanent posts, for example, the management retrenched illegally

the services of subordinate staff in Bihar in large number, by calling them to appear for written test and on their failure in the written test they were denied their legitimate claims. In Delhi, a peculiar system of giving break to temporary employees had been adopted that on completion of six months on regular basis 15 days artificial break given, thereby the workman becomes entitled to 11 months wages in a calendar year. A list of such employees in different states was annexed by the representative union, before this Tribunal.

5. The management has denied arbitrariness as alleged by the union. It is submitted that the management bank had entered into agreement with the majority Union of the Bank viz. Federation of Bank of India staff Union, on 11-7-83. As per this agreement, settlement reached for absorption of daily/Budlee Sepoy/temporary employees. Accordingly, a list of the then temporary employees was prepared, fixing criteria of number of days served by them. As per prevailing policy, such temporary employees were appointed on casual basis in the leave vacancies of regular staff for purely temporary period. Such temporary/casual employees were considered for absorption in the regular service of the bank. The criterion adopted for such selections was total number of days put in by such employees. From time to time, the bank had absorbed such temporary casual employees, as and when, permanent vacancies arose.

6. As stipulated in the said agreement, a written test was conducted on all India basis for the temporary employees, with a view to determine their eligibility for the panel of 'Budlee Sepoy'. No temporary employee who had completed 240 days of service in any block of 12 months was required to appear in the said test, as his/her absorption become automatic. However, in accordance with the said agreement, the test was conducted for those temporary employees who had completed minimum service of 90 days. On the basis of test, suitable candidates were selected for empanelment. In the state of Bihar, the criteria of 90 days was reduced to 50 days only.

7. It is not denied that federation of the Bank of India Staff Union was a majority union representing majority of the employees. This settlement cannot be invalidated in this reference, as the legality of the settlement is not challenged and any such venture would be beyond the scope of the reference. A copy of the settlement and also action taken report of the management, are on record. The union has also filed a copy of the settlement. Para 2 of the agreement dated 11-7-83 deals with absorption of all daily wage/Budlee Sepoy/temporary employees. Almost all categories of the temporary employees have been discussed and their entitlement regulated in different sub-para. Even the provision of the written test is mentioned in sub-para (IV) of para 2 of the agreement. It is not understandable as how such elaborate agreement is not justified. This Tribunal

cannot go into the vires of the agreement in between the majority union and the management. There is no material to establish that the agreement was arbitrary and not beneficial to the temporary employees. The representative union espousing cause of the aggrieved employees failed to pin-point specific acts of the management, which caused loss to the workman in general or in particular. Thus, the reference no. 1 is adjudicated in favour of the management that its action of in absorbing the temporary staff as per terms of the agreement dated 11-7-83, is justified and legal.

8. Further, reference is vague and defective, as it does not enclose name and particular of the workman, in favour of whom relief is claimed. A list was filed before this Tribunal, which was disputed by the management. Filing of such list in the Tribunal would not cure defect in the reference. Such list should have been given at the time of raising the dispute to facilitate investigation under section 12 of the Industrial Disputes Act, 1947. This Tribunal is not appropriate forum to investigate the aggrieved persons. The reference is bad in law on this count also.

#### Reference No. 2

9. The allegations are that despite Notification No. 779(E) dated 9-12-76, of the Government of India, prohibiting employment of contract labour, in respect of watching, cleaning, dusting and sweeping of buildings owned and occupied by the Central Government, in Delhi, the management of Bank of India assigned job of watching to M/s. Khanna Security Services (herein after to be referred security services). This mistake was rectified and the said contract was terminated in 1980. From amongst the working personals, the bank management appointed only few persons of their choice in the permanent service, without inviting applications from different branches. N.P. Gill, Puran Singh, Om Prakash, Satvir and Ram Din were denied absorption.

10. The management admitted contract with M/s. Khanna Security Services, and its termination w.e.f. 14-3-80, on representation of the majority union. It is stated that a list of 27 persons were supplied to the bank and suitable candidate from the list these were absorbed against the vacancies of sub-staff. No application or representation from any other employee except Narender Pal Gill was received by the bank. Because of the delayed receipt of this request, his absorption could not be considered. It is pleaded that Narender Pal Gill and other employees of the M/s. Khanna Security Services, are not entitled to employment in the bank.

11. Admittedly, the employees of the M/s. Khanna Security Services were not employed by the bank. There existed no relationship of master and servant between the bank and such employees. There were no stipulations in the contract to absorb such employees in the bank. In fact, the five named workmen were never under the employment of the bank, though they discharged duties in premises of

the bank. Being so, such employees are not entitled to claim employment in the bank, unless it is shown that the payment to these workmen were made by the bank or existing relationship of master and servant is shown. The submission of the bank that it did not have any legal obligation to absorb them is justified. The bank has its own rule of recruitment and any person desirous to gain employment in the bank, has to under go the prescribed procedure. None of the five workmen has shown by evidence that they possessed eligibility qualification for the posts claimed. They are not entitled to absorption merely because they were employed by M/s. Khanna Security Services and had worked in bank's premises before termination of contract, more than twenty-two years back.

12. Reference No. 2 is answered against the workman. They are not entitled to any relief.

13. Award as above.

Lucknow,

27-8-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 4 सितम्बर, 2002

का.आ. 3086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 89/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-2002 को प्राप्त हुआ था।

[ सं. एल-12012/139/2001-आई.आर. (बी.-II) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 4th September, 2002

S. O. 3086.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/2001) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 3-9-2002.

[No. L-12012/139/2001-I.R. (B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

PRESIDING OFFICER : SH. B. N. PANDEY

I.D. No. 89/2001

Shri Lakhi Ram Bhatti,  
C/o L.R. Bhatti, H. No. 309,  
W. No. 1, Sihi Gate,  
Ballabgarh-Dist. Faridabad  
(Haryana)  
Pin-121004

... Workman

**Versus**

Syndicate Bank,  
The Asstt. General Manager,  
Syndicate Bank,  
6, Bhagwan Dass Road,  
Sarojini House,  
New Delhi-110001.

... Management

**AWARD**

The Central Government in the Ministry of Labour vide its Order No.L-12012/139/2001-I.R.(B-II) dated 31-10-2001 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Syndicate Bank in imposing the punishment of compulsory retirement from service of Shri Lakhi Ram Bhatti vide order dated 28-04-2000 is legal and justified? If not, what relief the concerned workman is entitled to?”

2. This reference was received and registered on 26-11-2001 and notice to parties was issued for 7-1-2002. On 7-1-2002 workman appeared in person and requested for adjournment and later Shri Rakesh Mahendru Advocate appeared for Management and 2-4-2002 was fixed for filing claim. On 2-04-2002 workman appeared and case was fixed for 6-6-2002 for filing of claim. On 6-6-2002 None for workman appeared and Rajesh Mahendru appeared and case was fixed for 29-8-2002. Today None for the workman appeared and claim statement not filed Shri Rajesh Mahendru appeared for the Management. It appears that the workman is not interested in prosecuting the case. Dated : 29-8-2002

B. N. PANDEY, Presiding Officer

नई दिल्ली, 4 सितम्बर, 2002

का. आ. 3087.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संलग्न नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 93/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-2002 को प्राप्त हुआ था।

[ सं. एल- 12012/171/2001-आई.आर. (बी.-II) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 4th September, 2002

S. O. 3087.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/2001) The Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 3-9-2002.

[No. L-12012/171/2001-I.R. (B-II)]

C. GANGADHARAN, Under Secy.

**ANNEXURE**

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

PRESIDING OFFICER : SH. B. N. PANDEY

I.D. No. 93/2001

Shri Sant Ram Bhadana,  
S/o Late Shri Hukum Singh,  
Village Mandori, P.O. Mandkala,  
Faridabad (Haryana)

... Workman

**Versus**

Syndicate Bank,  
The Asstt. General Manager,  
Syndicate Bank,  
6, Bhagwan Dass Road,  
New Delhi-110001.

... Management

**AWARD**

The Central Government in the Ministry of Labour vide its Order No.L-12012/171/2001-I.R.(B-II) dated 10-12-2001 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Syndicate Bank in imposing the punishment of Compulsory Retirement from service of Sh. Sant Ram Bhadana, Armed Guard w.e.f. 19-7-1999 is legal and justified? If not, what relief the concerned workman is entitled to?”

2. Reference was received on 26-12-2001 and notice to parties was issued for 22-3-2002. On 22-3-2002 Rajesh Mahendru appeared for management and none for the workman appeared and adjourned to 6-6-2002 for filing of claim statement. On 6-6-2002 also none for the workman appeared and Rajesh Mahendru for Management appeared. Today also none for the workman appeared and Rajesh Mahendru appeared for the Management. It appears that the workman is not interested in prosecuting the case. Hence No Dispute Award is given leaving the parties to bear their own costs. Award is given accordingly.

Dated : 29-8-2002

B. N. PANDEY, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

का.आ. 3088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बेंगलूर के पंचाट (संदर्भ संख्या 75/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[सं. एल. 43012/2/98-आई.आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 2nd September, 2002

S.O. 3088—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/98) of the Central Government Industrial Tribunal, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines and their workman, which was received by the Central Government on 02-09-2002.

[F. No L-43012/2/98-IR (M)]

B. M. DAVID, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT "SHRAM SADAN",

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,  
YESHWANTHPUR, BANGALORE.

Dated : 16th August, 2002

PRESENT

HON'BLE SHRI V. N. KULKARNI, B. COM. LLB,  
PRESIDING OFFICER  
CGIT- CUM - LABOUR COURT, BANGALORE.

C.R. No. 75/98

#### I PARTY

Shri Ramlok Sharma, The Managing Director,  
Tikker Village, Kothi P.O, Bharat Gold Mines Ltd.  
Ghumarwin Tehsil, Oorgaum Post,  
BILASPUR-174021 Kolar Gold Field- 563 120

#### II PARTY

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L- 43012/2/98/IR(M) dated 19th August, 1998 for adjudication on the following schedule:

#### SCHEDULE

"Whether the action of the management of Bharat Gold Mines Ltd., Kolar Gold Fields, in dismissing

Shri Ramlok Sharma, Ex-watchman, is justified? If not, to what relief the workman is entitled?"

2. The First Party was working with the Second Party. He was dismissed from service and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as under :—

5. It is the case of the first party that he was working as S.D. Watchman in the Watch and Ward Establishment. He has put in more than 16 years of service. Charge sheet was issued and he gave explanation but the management has initiated enquiry.

6. Regarding Domestic Enquiry it is said that the Enquiry Officer has not provided reasonable opportunity as per the certified standing Orders of the Company and also as per the provisions of Principles of Natural Justice. The procedure of enquiry was not explained. The Enquiry Officer permitted the management witnesses to give evidence other than the charges mentioned in the articles of charges and the Enquiry Officer has relied that evidence. The action of the management is not correct. The finding given by the Enquiry Officer is not correct. The first party workman has not committed any misconduct and the charges are false. The first party workman for these reasons and for some other reasons has prayed to pass award in his favour.

7. The case of the management in brief is as under:

8. The first party workman was not discharging his duties to the full satisfaction of the Management. He has indulged himself in the act of negligence and also abetment of theft of employer's property at the Oorgaum Main Stores on 10/11th November, 1996 in 3rd shift between 2.00 AM to 10.00 AM. He allowed the miscreants inside the Oorgaum Main Stores through the main door to enable them to commit theft of two Nos Cast Iron Rib Liners, two Nos Manganese Steel Liners used in Tube Mill of the Metallurgical Plant and a used Grinding Wheel from the store's yard which was kept for disposal and which was weighing approximately 225 Kgs. The Crime Squad consisting of S/Shri Mansingh, S.D. Watchman No. 365, Joginder Singh, S.D. Havildar No. 175, Harpool, S.D. Watchman No. 402 and Natarajan, G.D. Watchman No. 52 saw the miscreants entering the Oorgaum Main Stores after the main door was opened by the first party workman and allowed the two miscreants to carry the above said materials to south side of the store and by seeing them the miscreants dropped the materials and ran away. Hence, the first party workman was issued with charge sheet.

9. The explanation given by the workman is not correct. The allegations made by the workman that the enquiry is not fair and proper is not correct. The finding given by the Enquiry Officer is correct and the action taken by the management is proper. The management for these reasons and for some other reasons has prayed to reject the reference.

10. It is seen from the records that the management examined MW1 who conducted the Domestic Enquiry against the workman. This MW1 is cross examined by the workman. Thereafter the workman did not appear and remained absent.

11. This Tribunal by its order dated 2nd July, 2002 held that the Domestic Enquiry is fair and proper. It may be mentioned here that the learned counsel appearing for the workman has submitted before this Tribunal that he has no oral evidence and he argued the matter. Thereafter the case is posted for arguments on merits.

12. I have heard the learned counsel appearing for the management. The workman and the counsel were absent. There was no representation so the case was posted for award. I have heard the counsel for the management in detail. I have perused the entire enquiry proceedings and documents and the evidence adduced before the Enquiry Officer.

13. Now that the Domestic Enquiry is held as fair and proper we will have to see only whether the findings given by the Enquiry Officer is correct or perverse. On going through the evidence recorded by the Enquiry Officer, I am of the opinion that the finding given by the Enquiry Officer is based on the material produced before him and the same is correct.

14. There is nothing on record to show that the finding of the Enquiry Officer is perverse. Management has examined eyewitnesses and they are cross examined by the workman. The Enquiry Officer has considered the entire oral evidence very carefully. The workman has not pointed out as to how the finding of the Enquiry Officer is perverse. All the eyewitnesses have given detailed evidence and they are cross examined by the workman and the finding of the Enquiry Officer that the charges are proved is correct and there are no grounds to interfere with that finding. By now it is well settled that if the Enquiry is fair and proper and the finding is not perverse, this tribunal has no discretion to interfere with the punishment awarded by the Management.

15. Considering all this I am of the opinion that the finding is correct and there is nothing on record to invoke the provisions of Section 11 A of the ID Act, Accordingly I proceed to pass the following Order :

### ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 16th August, 2002)

V.N. KULKARNI, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

का.आ. 3089.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. सी. एल. प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 1/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[सं. एल. 22012/46/2000-आई.आर. (सी. II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2002) of the Central Government Industrial Tribunal-com-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 2-9-2002.

[No. L-22012/46/2000-IR (C-II)]

N.P. KESAVAN, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT AT HYDERABAD

Present

Shri E. ISMAIL

Presiding Officer

Dated 31st day of July, 2002

INDUSTRIAL DISPUTE No. 1/2001

Between

The Vice President,  
A.P. Colliery Mazdoor Sangh (INTUC),  
Godavarikhani. .... Petitioner

AND

The General Manager,  
R.G. II Area, S.C.C. Ltd.,  
Godavarikhani. .... Respondent

Appearances :

For the Petitioner : M/s. G. Vidya Sagar, Advocates  
For the Respondent : M/s J. Parthasarathy, Advocates

### AWARD

The Government of India, Ministry of Labour by its order No. L-22012/46/2000-IR(CM.II) dated 15.9.2000 referred the following dispute under Section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the employers in relation to the Management of M/s. S.C.Co.Ltd., and their workman.

### SCHEDULE

"Whether the action of the management of M/s SCCL, Ramagundam-II Division, Godavarikhani in denying promotion to Sri B.V. Raju, Moulder Gr.C by selecting other person on seniority basis when selection is on seniority-cum-merit is justified? If not, to what relief the workman is entitled?"



This reference was registered as Industrial Dispute No.1/2001 and notices were issued to the parties.

2. Brief facts mentioned in the petition are that the union is a registered trade union bearing No 428. The concerned workman Sri B.V. Raju, moulder Gr. 'C' is a member of the union. The conciliation proceedings ended in failure. Hence, the reference.

3. It is submitted that the petitioner workman joined service as a moulder at Godavarikhani workshop on 2-5-65. Thereafter, he was promoted to various designations as follows :

S. No.	Date	Designation	Grade	Place
1	Nov. 1965	Tradesman, Moulder Category-I	—	Workshop
2	1966	Moulder Category-IV	—	—do—
3	1-6-1976	Moulder Category-V	—	—do—
4	1-9-1982	Moulder Category-VI	—	—do—
5.	1-9-1991	Service linked Upgradation (SLU)	C	RG-II Workshop Division -II Workshop

3. It is submitted that a tradesman category 'VI' who has put in requisite service and is having prescribed qualifications is eligible for promotion to charge hand in Gr. 'C' subject to passing trade test and availability of vacancies. It is submitted that vacancies in the charge hand Gr. 'C', were identified in the year 1998. The petitioner was called for trade test comprising of written test and practical test vide call letter dated 3-1-1990 along with other candidates. The petitioner was successful in that trade test. However he was not given promotion. On the other hand D. Radhakishan was promoted and transferred to G.D.K. CSP-I. Aggrieved by the action of the management in not promoting him in pursuance of trade test held in Jan. 1998 he made a requisition to reconsider the decision. The representation of workman was forwarded by the General Manager, Personnel, RG-II on 11-2-1990. Subsequently a vacancy has arisen at RG-II, since the concerned workman is senior most in Area Workshop the Senior Divisional Manager, Workshop has addressed a letter to utilize the service of the workman for charge hand for molding. Accordingly his services were utilized as such but was not promoted to the said post. Therefore, he made another representation on 3-11-1992 which has been forwarded on 4-11-1992. The said representation was rejected on the premise that there are no requisite number of tradesman to consider him for promotion to charge hand mechanic.

4. He again made a representation on 22-11-1992 considering in any other union as juniors to him were

promoted long back in pursuance of written test held in 1990 and he has been posted to CSP-I, GDK on promotion as charge hand. That without considering the promotion to the post of charge hand, Grade 'C', the petitioner workman was placed in Grade 'C' (SLU) on completion of 9 years of service in category VI. It is submitted that the employees who were promoted as charge hand in pursuance of Trade Test held in 1990 are further promoted as Foreman Mechanic. Sri M.F. Ali Baig and Sri B. Pentaiah who were promoted as charge hand were further promoted as Foreman (Mechanic). It is submitted that General Manager, RG-II has also addressed a letter dated 5-12-93 to consider the candidature of the workman for promotion to the post of charge hand mechanic in the existing vacancies. However it was not considered in the existing vacancies. Instead of posting workman in the existing vacancies he was given SLU promotion on 1-1-2000 vide office order dated 13-12-2000. It is submitted that even upgradation to Grade 'B' is required to discharge some more duties. This upgradation cannot be turn as promotion. The stand of the management that there are no requisite number of tradesman for promotion of workman in grade 'C' is incorrect and not born out by records. In certain sections namely non-ferrous two or three moulders are working. Charge hand mechanic post is being operated. In electrical section while there are 23 electricians, 4 charge hand posts had been operated, for 15 fitters two charge hands are deployed whereas in molding section there are 9 tradesmen yet the petitioner workman was not promoted and his promotion is ignored illegally and unjustly. Promotion on the basis of seniority-cum-merit and the petitioner workman being the senior most possessing requisite qualification denying his promotion is only unjust and arbitrary. Hence, an award may be passed promoting him as charge hand Mechanic w.e.f. 1989 that the date of passing the trade test with all consequential benefits including further promotion to the post of Foreman Mechanic.

5. A counter was filed. Challenging that the petitioner union is not a recognized union to spouse the cause of the petitioner. It is true that the workman joined the service of the respondent on 2-5-65. Then agreement has been entered into with regard to promotion on 3-3-89. Under the said agreement tradesman who is in category VI having 4 years of service in category VI and with III certificate in category VI are eligible for promotion to Grade 'C' subject to vacancies. In the event of vacancy is not available they would be placed in Grade 'C' subject to assessment report during the 10th year of service, in category VI. They will however continue to perform category VI jobs. The said decision is reviewable twice in a year in April and October. The workman all in fact being placed in Grade 'C' w.e.f. 1-10-1991 as there were no vacancies.

6. It is not true that any vacancies were identified in 1990 in II Area GDK, the petitioner passed trade test along with other candidates but it does not entitle him for automatic promotion. Therefore, the ascertainment that the workman was successful in the test and he should be given promotion is not correct. The promotion is on the basis of seniority-cum-merit after obtaining all the eligibility

criteria. In any case, the workman cannot compare himself to the other workmen. Sri B. Radhakishan who is senior to the workman as such he was promoted to only available and identified vacancy in Grade 'C' in the region. It may be clarified that the region is the whole Region of Ramagundam which consists of 4 areas. The only vacancy in 1990 is for the moulders in the whole region. Therefore the petitioner cannot cite the example of Sri Radhakishan. It is further denied that vacancies arose in the section of moulding in the RG-II Area. The vacancies which arose for the post of charge hand (Mechanic) in respect of fitter trade. Therefore petitioner has no right to claim that he should be promoted in those vacancies. In fact a reply has been sent to him on 17.11.92 stating the same facts. However, as he completed 10 years of service in category VI and fulfilled the eligibility criteria he was placed in Grade VII as per the agreement stated supra. On ground realities that there are no moulders in RG-II Workshop over whom charge hand needs to be appointed which is a supervisory post. However, the petitioner is placed in Grade 'C' and he is performing the work of category VI moulder in the Workshop. It is specifically denied that any junior to him has been promoted in the moulding section. Sri M.F. Ali Baig and Sri Pentaiah are in Grade 'B' and got promotion to Grade 'A' which is neither the reference nor the promotion applicable to the workman. Hence, the petitioner is not entitled to any relief.

7. The petitioner examined himself as WW1 and deposed that he joined in service on 2.5.65 as a moulder at DDK Workshop. He got promotions as per agreements between management and union. In 1991 he got promotion as Grade 'C' moulder. After completion of requisite qualification he got promoted in the said post. That he appeared for a trade test in the year 1990 and qualified. So, he should have been promoted as charge hand. He was denied promotion on the ground that he is not an electrician. Others who appeared for the test were promoted. As per Ex W1 office order dated 5.7.83 some of the persons were promoted as electricians, who were ITI moulders. Ex. W2 is the Tradesmen agreement between the management and union, as per clause 11, Sub-clause 2. He is entitled for promotion as Grade 'C' moulder. Ex. W3 is the call letter copy dated 3.1.1990. Ex. W4 is his representation dated 14.11.1990. The management issued proceedings dated 11.12.1990 with regard to promotion for the post of charge hand. He could have given promotion in the place of transfer vacancies. Again he made a representation on 22.11.1992 vide Ex. W7. Department had issued proceedings dated 5.10.1993 promoting charge hands. He was also entitled. He was promoted as moulder on 6-4-93. Ex. W14 is the failure report.

8. In the cross examination he deposed that he is claiming promotion subsequent to the settlement dated 3.3.89 which is Ex. M1. It is true that in Ex. M4 the tradesmen category was divided into various cadre schemes. There are separate categories for welders and moulders. It is true that within the category VI subject to vacancies there are criteria laid down for promotion as charge hand. It is true that the dispute is not in respect of the period prior to 1990. It is true that moulders cannot be

considered along with fitters in the promotion to the charge hand. It is true that Ex. M3 dated 31.12.1991 in respect of promotion under the service link upgradation was issued. Sri Radhakishan is senior to him in his own division, in his division he is the senior. It is true that the RG-II area consists of four divisions, Sri Radhakishan is senior to him. That he is now in Grade 'B' from January 2000.

9. The Respondent examined Sri P. Samuel Sudhakar, Senior Personnel Officer as MW1. He deposed that the petitioner was promoted as moulder Grade 'C' with effect from 1.10.91 as per cadre scheme and from 1.1.2000 he is promoted in Grade 'B' under service link up gradation as per the National Coal Wage Agreement. That after the test the senior employee Sri Radhakishan was posted in only existing vacancy vide Ex. M4. Later the promotion also was changed in respect of charge hand and promotion is based on area level seniority w.e.f. 25.10.91 and as there was only one moulder on the rolls of RG II Workshop. There is no requirement of charge hand to supervising. The case of Sri Pentaiah and Sri Ali Baig is entirely different. As they were already charge hands Grade 'B' of 1989 and promoted to Technical Grade 'A' w.e.f. 1.4.89. As per the agreement Ex. M1 he received all the benefits.

10. In the cross examination he deposed that as per Ex. W15 dated 26.12.1990 there is only one vacancy of charge hand and mechanical which has to be filled by fitters category not by moulder. Sri B.V. Raju moulder is senior most in workshop in RG-II. He appeared for a trade test and Sri Radhakishan being senior was promoted. It is not true to suggest that there was a vacancy and he was denied promotion.

11. It is argued by the Learned Counsel for the petitioner that as per Ex. W1 order dated 5.7.93 some of the persons were promoted as electricians although they were not qualified. He further submitted that as per Ex. W2 tradesmen agreement in between the management and the union as per sub-clause 11 of clause 11 is entitled for promotion. He further submits by Ex. W3 dated 3.1.90 is the call letter for selection test for which he appeared. That he gave Ex. W4 a representation. Ex. W5 is the confidential letter where it is written by the company itself that he may be authorized to work as charge hand mechanic-cum-moulding, tub section and black smithy. Ex. W6 is the transfer order and again charge hands were promoted from the grades of moulders and welders respectively along with Sri Ali Baig and Sri Pentaiah. Hence, the reference may be ordered in favour of the petitioner.

12. It is argued by the Learned Counsel for the respondent that WW1 categorically admitted in his cross examination that mere success in the test does not entitle him for promotion. He also agreed that he is claiming promotion after the settlement Ex. M1 dated 3.3.89. He also agreed that as per Ex. M4 tradesmen category was divided into various cadre schemes. He also agreed that within category VI subject to vacancy there are criteria laid down for promotion as charge hand. He also agreed that this dispute is not in respect of the period prior to 1990. He also agreed that moulders cannot be considered

along with fitters for promotion to the charge hand. He also admitted that Sri Radhakishan is senior to him. He also agreed that Sri Ali Baig and Pentaiah were promoted to Grade 'A' from Grade 'B' in the moulder cadre. Further he submits that MW1 Sri Samuel Sudhakar, Senior Personnel Officer deposed that Ex. M1 agreement dated 3.3.89 pertains to the cadre scheme of tradesmen that is Ex. M1. He also deposed that Sri Raju was placed in Grade 'C' w.e.f. 1.10.91 and again grade 'B' w.e.f. 1.1.2000. He also deposed that there was only one vacancy and Sri Radhakishan was promoted in the existing vacancy. That Sri B V Raju was given promotion as per rules. Therefore the petitioner is not entitled for any relief what so ever. He therefore prays that the reference may be ordered in the negative.

13. It may be seen that it is an admitted fact that Sri Radhakishan is senior to the petitioner so far as S/Sri Ali Baig and Pentaiah are concerned that he has got nothing to do with the petitioner herein. Ex. M1 agreement was fulfilled by the management in letter and spirit. The petitioner has failed to prove that vacancy existed and he has been denied the same for some reason or other. There was no vacancy. Hence, he could not be considered and Sri Radhakishan being the senior was given the same and I am afraid the petitioner has failed to prove that injustice has been done to him. In fact as per Ex. M1 agreement what all he is entitled has been given to him. Therefore an award is passed holding that the management of M/s. Singareni Collieries Company Ltd., RG-II, GDK is justified on selecting person on seniority basis as he has also passed the test. Hence, the workman is not entitled for any relief.

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of July, 2002

E. ISMAIL, Presiding Officer

#### Appendix of evidence

Witnesses examined for the Petitioner : Witnesses examined for the Respondent :

WW1 Sri B. V. Raju MW1 Sri P. Samuel Sudhakar

#### Documents marked for the Petitioner

Ex. W1 : Copy of office order No. P. KA 35/37/1215  
Ex. W2 : Copy of Minutes of discussions held dt. 24-4-1976  
Ex. W3 : Copy of call letter dt. 3-1-1990  
Ex. W4 : Copy of WW1's representation dt. 14-11-90  
Ex. W5 : Copy of Ir. No. P. RG. II/4/3405 dt. 19-12-90  
Ex. W6 : Copy of office order No. P. RG. II/4/975 dt. 6-4-93

Ex. W7 : Copy of WW1's representation dt. 22-11-92  
Ex. W8 : Copy of Ir. No. P. RG. II/4G/2511 dt. 17-11-92  
Ex. W9 : Copy of WW1's representation dt. 3-11-92  
Ex. W10 : Copy of Ir. No. P-RG. II/4E/2551 dt. 5-12-93  
Ex. W11 : Copy of Ir. No. GDK :AWAS :2 :2993 dt. 5-10-93  
Ex. W12 : Copy of office order No. P. RG. II/4/975 dt. 6-4-93  
Ex. W13 : Copy of union's representation No. APCMS/GDK/96/113 dt. 8-5-97  
Ex. W14 : Copy of minutes No. 1/50/99/ALC/MCI dt. 9-11-99  
Ex. W15 : Copy of Ir. No. RGII/WAS/13/85/90 dt. 26-12-90

#### Documents marked for the Respondent

Ex. M1 : Copy of memorandum of settlement dt. 3.3.89  
Ex. M2 : Copy of Ir. No-P. RG. II/4G/2511 dt. 17.11.92  
Ex. M3 : Copy of office order No. P. RG. II/4/SLU/50 dt. 31-12-1991  
Ex. M4 : Copy of office order No. P(PM)4/3369/1060 dt. 11-4-90  
Ex. M5 : Copy of office order No. P. RG. II/SLU/4D/2912 dt. 13-12-2000  
Ex. M6 : Copy of office order No. P. RG. II/4/SLU/50 dt. 31-12-91.

नई दिल्ली, 2 सितम्बर, 2002

का.आ. 3090.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एफ.सी.आई. प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ 201/89 (संदर्भ सं.) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[ सं. एल-22012/182/89-आई.आर. (सी. II) ]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3090:—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 201/89) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 2-09-2000.

[No. L-22012/182/89-IR(C-II)]

N.P. KESAVAN, Desk Officer

**ANNEXURE****CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT CHANDIGARH.****Presiding Officer : Shri S.M. Goel**

I D 201/89

F.C.I. Workers Union

C/o Hardwar Lal Kochhar,

Kochhar Poultry Breeding Farm Gaushala Road

Zira-142047.

... Applicant.

V/s.

The Senior Regional Manager, Food Corporation of  
India, Regional Office, Pb. Sector 34, Chandigarh.

... Respondent

**REPRESENTATIVES :**

For the workman : Shri Hardial Singh

For the management : Shri Ravi Kant Sharma

**AWARD**

Dated : 19-8-2002

The Central Govt. Ministry of Labour vide Notification No. L-22012 (182)/89-I.R. (Col. II) dated 30th November, 1989 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of Food Corporation of India in reverting Sri Harbans Lal from the post of A.G. III to post of Dusting Operator vide order dated 2-12-85, is legal and justified, If not, to what relief the workman concerned is entitled ?”

2 The applicant filed the statement of claim inter alia pleading there in that he was appointed as Wachman on 12-8-1970 by the District Manager FCI, Ferozepur and 11-11-1971 he was promoted at Dusting Operator by the order of Senior Regional Manager. He was again promoted as AG. III by Zonal Manager on 31-12-1980 and he joined the same day. After a period of probation of one year he was made permanent. The Department demanded the educational qualification certificate in original from the workman in the year 1985 by the same were already submitted by him to the Zonal Manager alongwith his representation. But the District Manager vide order dated 2-12-1985 reverted the applicant from the post of AG. III to the post of Dusting Operator without mentioning any reason for the reversion, without any notice, chargesheet and inquiry through the District Manager was not competent to do so. This action of the management is against the rules and regulations of the FCI Staff Regulation. Later on he was issued the chargesheet that while working as Dusting Operator at FSD Roranwali, the applicant failed to maintain absolute integrity as he submitted factious matriculation certificate in order to get promotion to the post of A.G. III (D). The District Manager

terminated his services but in appeal the Sr. Regional Manager (Punjab) setaside the order of termination and De-nove the inquiry was ordered. It is pleaded that order of District Manager dated 2-12-1985 is arbitrary and illegal and the workman has prayed for his reinstatement in service with full backwages.

3 In written statement the management pleaded that the applicant was a 4th Class employees. He submitted a forged matriculation certificate to get the promotion as AG. III(D). The Management made the inquiry from Punjab School Education Board and it was found that it was forged certificate which related to Darshan Singh S/o Dalip Singh. It is also pleaded that the original certificates had never been attached with the representation. He was asked to produce the original certificate but the same was not furnished by him in the office and he was reverted to the post of Dusting Operator being not entitled to the promotion as he was not fulfilling the minimum qualification and the applicant has no legal claim for the post. Thus it is pleaded that action of the District Manager was perfectly legal and he was rightly reverted. It is further pleaded that after passing order dated 2-12-1985 inquiry was initiated and he was dismissed from service. In appeal his termination order was setaside and fresh enquiry was initiated and he was again dismissed from service. The applicant filed a civil suit which was dismissed as withdrawn and second suit was also withdrawn by the applicant. It was thus prayed that the applicant was rightly reverted and subsequently dismissed and he was not entitled to any relief in the present reference.

4. The applicant also filed the replication reiterating the claim made in the claim statement.

5 In evidence, the applicant filed his own affidavit as W1 and he also appeared for cross-examination as WW1. He also relied on documents Ex. W2 to W9. In rebuttal the management produced Shri R.C. Srivastva District Manager, FCI, Ferozepur who filed his affidavit Ex. M1 in evidence. He was cross-examined by the representative of the workman. In cross-examination, the witness of the management admitted that the applicant was reverted to the post of Dusting Operator without conducting any enquiry by the District Manager, Ferozepur on the instructions of Senior Regional Manager. It is also admitted by the said witness that the workman was reverted by the District Manager and departmental enquiry was conducted after the reversion from the post of AG. III to Dusting Operator.

6. I have heard the learned counsel for the parties and have gone through the evidence and record of the case. It is admitted case of the parties that at the time of reversion of the applicant from the post of AG-III, no enquiry was conducted against the applicant and the orders dated 2-2-1985 were also passed by the District Manager whereas the appointing authority of the applicant was Senior Regional Manager. The witness of the management has deposed in his cross-examination that order were passed on the instructions of the Senior Regional Management. I have gone through the order dated 2-12-1985. I find no

mention of any instructions of the Senior Regional Manager. It has been argued by the counsel for the applicant that order dated 2-12-1985 reverting the applicant from the post of A.G. III to the post of Dusting Operator is illegal and had not been passed by the competent authority, thus these orders are inoperative and the applicant is still holding the post of A.G.-III in the Food Corporation of India. I find force in the contention of the learned counsel for the workman. It is the case of the management that the applicant had submitted a forged certificate and on the basis of that certificate he was reverted. Thus it is very much clear that the reversion of the applicant is punitive one and this punishment has been given to the applicant without holding any domestic enquiry and without giving any opportunity to the applicant to narrate his side of version. In my considered opinion, this action of the management reverting the applicant is unjust in as much as it is without giving any opportunity for his defence and it is against the principle of natural justice and settled principle of law that no punishment can be imposed upon any delinquent without affording him any reasonable opportunity. It is also admitted case of the parties that the appointing authority of the applicant who was working as A.G. III was the Senior Regional Manager and the said District Manager who passed the orders dated 2-12-1985 was not competent to revert the applicant from the post of A.G. III and the order dated 2-12-1985 is inoperative and can not be considered.

7 It is argued by the learned counsel for the management that the management had conducted the enquiry after the reversion and the applicant was found to be guilty of the charges and later on his services were terminated by the District Manager and in appeal his termination was set aside by the Senior Regional Manager and De-novo enquiry was ordered by the District Manager again and his services were terminated, and therefore, the action of the management is fully legal and justified. I find no force in the contention of the learned counsel for the management. The learned counsel failed to show any evidence, document on the file which may go to show that the District Manager was competent to revert the applicant from the post of A.G. III. The reversion order which is reduction in rank from the post of A.G. III to the post of Dusting Operator can only be passed in the case of A.G. III by the Zonal Manager as per Appendix 2 of Section 56 of FCI Staff Regulation. Thus the impugned order passed by the District Manager dated 2-12-1985 stands no where and it is held that these order are illegal and without jurisdiction being passed by the authority which was not competent to do so and more so passed without holding any enquiry. Subsequent orders passed by the various authorities also become redundant in view of the finding that reversion orders were declared void-ab-initio.

8 The management has taken the plea that the applicant filed two civil suit before the different civil courts and this it constitutes resjudicata. But it is pleaded by the applicant that these suits have been withdrawn by the applicant and these have not been decided on merit and thus principle of resjudicata is not applicable.

9. In view of the discussions made in the earlier paras, it is held that action of the management of FCI in reverting Shri Harbans Lal from the post of A.G. III to the post of Dusting Operator vide order dated 2-12-1985 is illegal and wholly unjustified. The applicant is entitled for the post of A.G. III as if the order dated 2-12-1985 is not in existence from the very date it was issued. He is entitled to all the benefits attached to the post of A.G. III w.e.f. 2-12-1985 with all consequential benefits. Reference is answered accordingly. Central Govt. be informed.

Chandigarh.

S.M. GOEL, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

**का.आ. 3091.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय एफ. सी. आई. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ [संदर्भ संख्या 35/2002 (दिल्ली संख्या 117/90)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[ सं. एल.-22012/199/एफ/90-आई.आर ( सी. II ) ]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

**S.O. 3091.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 35/2002 (New Delhi No. 117/90)] of the Central Government Industrial Tribunal-com-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 2-2-2002.

[No. L-22012/199/F/90-IR (C-II)]

N.P. KESAVAN, Desk Officer

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

#### PRESENT

RUDRESH KUMAR

PRESIDING OFFICER

I.D. No. 35/2002 (New Delhi No. 117/90) Ref. No.  
L-22012 (199)/F/90-IR (Coal-II) dated 10-10-90

#### Between

General Secretary, Food Corporation of India Executive  
Employees Union (North Zone), 2337, Dharampura,  
Opposite Chhipiwara, Chawri Bazar, New Delhi.

And

Zonal Manager (N), Food Corporation of India, 4th  
Floor, Ansal Bhawan, Kasturba Gandhi Marg,  
New Delhi.

## AWARD

By reference No. L-22012 (199)/F/90. IR (Coal-II) dated 10-10-90, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Section 2 (A) of Section 10 of the I.D. Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Food Corporation of India Executive Employees Union (North Zone), 2337, Dharampura, Opposite Chipiwar, Chawri Bazar, New Delhi (espousing cause of Kewal Singh) and Zonal Manager (N) Food Corporation of India, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, the Central Government in the Ministry of Labour by order No. Z-200025/54/2001-CLS-II dated 19-4-2002 transferred this case to this Tribunal for adjudication.

The reference under adjudication is as under :

"Whether the action of the management of food corporation of India, New Delhi, in not changing the cadre of Kewal Singh, typist from typist to A.G. III accounts from the date his juniors were allowed to change the cadre is justified? if not, to what relief the concerned workman is entitled to?"

2. The appointment of the workman, Kewal Singh, with the employer opposite party and his working as Typist since 1977, is not denied. His academic qualification, B.A., is also not disputed. The grievance of the workman, is, that the Zonal Office (North) Food Corporation of India, New Delhi vide Circular No. A-25(39)/79-NZ dated 19-9-83 asked willing eligible employees, to give their option for change of cadre latest by 31-10-1983. In response to the said circular, the workman had applied for change of cadre from Typist to A.G. III (A/cs). His option was forwarded by the Regional Manager, Food Corporation of India, New Delhi to the Zonal Manager (North) vide letter No. Estt /32/(5)/83 dated 27-10-83. The management did not consider his option though he was fully qualified and changed the cadre of the other employees, whose names were forwarded by the above said letter of the Regional Manager, New Delhi. Action of the management, is non consideration of the workman, is impugned in this industrial dispute.

3. The management has not denied letter of the Regional Manager and inclusion of the name of the workman in the said letter. However, it states that the option letter of the workman was not available with the said letter of the Regional Manager and so, his option could not be considered. It is further pleaded that the option in response to circular No. A-25 (39)/79-NZ dated 19-9-83 was not for the post of A.G. III (A-cs). For the said post, another circular No. 3 dated 17-1-84 was issued, inviting options from the willing employees for change of cadre in Account cadre. The workman did not submit fresh option in response to the circular No. 3 and so, has no right to claim cadre change in Accounts cadre. It is further pleaded by the management that the workman was not qualified for change of his cadre in Accounts department. Even on assumption that his option was misplaced in between the

Regional Office and the Zonal Office, he had another opportunity response to H.O Circular No. 1-15/75-EP/VOL-V/PT/I dated 26-2-91, to make option and the management should have considered his case treating his case as pending option but he did not prefer to give option and so his case was not considered.

4. The parties have filed oral and documentary evidence to substantiate their respective stands. Inclusion of the name of the workman, in the letter of Regional Manager, is not disputed. However, the management claims that his option letter was not available and was not considered. As contended by the management, there were certain ambiguity and as such, it was decided to obtain fresh options on proforma were called by circular No. 3 of 1984, dated 17-1-1984. This fact is not denied by the workman and also that he did not apply against this circular.

5. His plea is, as his earlier option was pending there was no need to apply afresh against the said circular. The main case of the management, is, that the workman was not eligible for consideration in induction into Accounts cadre, as he was not qualified, so, assuming that he had given option, is not entitled to relief as claimed. According to management the circular No. 3 of 1984, dated 17-1-84 had no link with the office circular dated 19-9-1983. Under the H.O. circular No. 3 dated 17-1-1984, the option of the employees were called, irrespective of the fact whether they are junior or senior, less qualified or highly qualified, for induction in Accounts cadre exclusively. Application so received were to be decided in terms of the guidelines, rules and regulations on the subject. The workman had not given option against the H.O. circular No. 3 dated 17-1-84, as such his case was rightly not considered. The management explained that A.K. Ranjan and Harish, the other two typists named in the statement of claim, had opted in response to circular No. 3 of 1984 and so were considered unlike the workman, who had not given option in response to the said circular.

6. It seems appropriate to have a close glance over the two circulars, dated 19-9-83 and 17-1-84. The circular dated 19-9-83, issued under the signature of Dy. Manager (Admn.) for Zonal Manager (North) Mentions, "that due to ban on recruitment at entry level category-III posts, the request for change of cadre could not be considered. With the lifting of ban on recruitment, now it is possible to consider the request for change of cadre. In view of it, those desirous for change of cadre may make request by giving option in the enclosed proforma and the same may be forwarded to this office so as to reach this office latest by 31-10-1983". The caption of this circular, is, "CHANGE OF CADRE AT ENTRY LEVEL CATEGORY-III POST". This circular does not mention name of any particular cadre, less the Account cadre. It simply mention change of cadre at entry level category III post which implies other cadres as well. As against it, the caption of circular No. 1-15/75-EP. Vol. V dated 17-1-84, (circular No. 3 of 1984) issued by the Head Office mentions specifically "FORMATION OF ACCOUNTS CADRE—INSTRUCTIONS REGARDING WITHDRAWAL OF OPTIONS AND FRESH OPTIONS REGARDING".

Unlike Zonal Office circular, it is specific about formation of Accounts cadre as well change of cadre in Account's cadre. This given inference that the Accounts cadre was yet to be formed and not exit on 19-9-83, and option invited by this circular did not include Accounts cadre. It was circular No. 3 dated 17-1-1984 which not only sought options but also prescribed criteria of eligibility for the Accounts cadre. To quote :

"A.G. III belonging to any cadre and typist who are Graduate in Commerce/Mathematics with Statistics are also allowed to opt for joining the Accounts cadre as A.G. III (Accounts) irrespective of their having are not having any experience in the area mentioned in sub para IV".

7. Sub para (IV) prescribes that the experience possessed by an employee of working in area viz : Finance, Depot, Accounts, Sugar Accounts, Fertilizer account would be considered as relevant experience for this purpose. Perusal of sub para (IV) and (V) make it clear that for eligibility in the accounts cadre, one was required to be graduate in Commerce/Mathematics with Statistics. The workman was simply graduate as there is no mention in the statement of claim or affidavit of the workman, that he was graduate in Commerce/Mathematics with Statistics as a subject. Thus, the workman was not qualified in terms of the Circular No. 3 of 1984, issued by the Head Office with specific purpose of formation of Accounts cadre. Thus, the option, if any, in response to circular dated 19-9-1983, could not have helped the workman. So, the relief seeking change of cadre from Typist to A.G. III (A/cs) can not granted to him as he was not qualified and also had not opted in pursuance to Circular No. 3 of 1984 as admitted by him in his cross examination.

8. Accordingly, the workman has no legitimate grievance, in view of the fact, he had not given any option in response to circular No. 3 of 1984 issued by the Head Office, and also was not qualified to be considered for the post of A.G. III (A/cs). As such, the action of the management in not permitting change of cadre of Kewal Singh, Typist, from Typist to A.G. III (A/cs) from the date his juniors were allowed to change the cadre, is justified. The workman is not entitled to any relief.

LUCKNOW : 26-8-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

का.आ. 3092.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय एफ. सी. आई. प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ (संदर्भ संख्या 82/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02/09/2002 को प्राप्त हुआ था।

[सं. एल. 22012/209/89-आई.आर (सी. II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3092.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 02/09/2002.

[No. L-22012/209/89-IR (C-II)]

N.P. KESAVAN, Desk Officer

### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL CUM LABOUR COURT, LUCKNOW

PRESENT

RUDRESH KUMAR

PRESIDING OFFICER

I.D. No. 82/2002 (Delhi No. 6/90)

Ref. No. L-22012 (209)/89. IR (Col-II) dated 5-1-90

Between

The General Secretary, F. C. I. Executive Employees  
Union, 2337, Dharampura, Opposite Chippiwara,  
Chawri Bazar, Delhi-110006

And

The Zonal Manager, Food Corporation of India,  
Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi

### AWARD

By order No. L-22012 (209/89-IR (Col-II) (Dated 5-1-90, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub section (1) and sub-section 2 (A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, F.C.I. Executive Employees Union 2337, Dharmapura, Opposite Chippiwara, Chawri Bazar, Delhi -110006 and the Zonal Manager Food Corporation of India, Ansal Bhawan, 16 Kasturba Gandhi Marg, New Delhi for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, vide order No. Z-20025/54/2001-CLS-II dated 19-4-2002 the Central Government, transferred this industrial dispute to this Tribunal for adjudication.

The reference under adjudication is reproduced :

"Whether the action of the management of food corporation of India, north zone, in promoting the juniors of cat. IV and cat. III, to categories III and II respectively and within these categories ignoring the claim of eligible seniors and not giving them services, the benefit of pay and allowances with retrospective effect, if and when promoted, is justified? If not, to what relief these senior employers are entitled?"

2. The representative union, at the time of raising the industrial dispute seems to have not filed names of eligible seniors of category II and category III, who were denied promotion in category III and II respectively, nor had filed any list of such eligible seniors, who were denied benefit of pay and allowances with its claim statement. The reference order does not enclose any annexure of such seniors whose cause have been espoused. In absence of any disclosure about the aggrieved persons, this Tribunal, is not in a position to ascertain identity of the workmen whose claim required to be adjudicated. The allegations are general and vague. The reference, in such general term not disclosing identity of the workmen, is thus, not maintainable.

3. In rejoinder few names are given but lacks particulars. None of the workmen have been examined before this Tribunal. There is no material as who were the juniors allowed to supersede seniors by the alleged wrongful promotion. Also, there is no material to judge loss of wages due to alleged denial of promotions.

4. This Tribunal has no jurisdiction to invalidate a rule or circular or to enter into policy decisions, unless such decision, caused wrongful loss to some workmen. In that event the identity of the workmen and all other relevant particulars must be on the record. The management has not denied that in some cases promotions were deferred due to non-availability of reports and other relevant particulars but such acts were rectified.

5. Thus, in the circumstance of the case discussed above, the reference is returned without adjudicating it on merit by way of 'No claim Award'.

Lucknow 26-8-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

का.आ. 3093.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बी.बी. एम. बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ (संदर्भ संख्या 130/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02/09/2002 को प्राप्त हुआ था।

[ सं. एल. 22012/267/94-आई.आर (सी. II) ]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3093.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 130/94) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 02/09/2002.

[No. L-22012/267/94-IR (C-II)]

N.P. KESAVAN, Desk Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL CUM LABOUR COURT, CHANDIGARH  
PRESIDING OFFICER Shri S.M. GOEL

I.D. No. 130/94

General Secretary, BBMB Workers Union,  
Q.No. SL-3/11 BSL Colony,  
Slapper, District Mandi

...Applicant

Versus

Chief Engineer, BSL Project,  
Sundernagar (HP)

Respondent

## APPEARANCES

For the Applicant : Shri Dhani Ram

For the Management : Shri D. L. Sharma with  
Shri Sandeep Chopra

## AWARD

(Passed on 22nd August 2002)

The Central Govt. vide No. L-22012 (267/94-IR C. II dated 4th October, 1994) has referred the following dispute to this Tribunal for adjudication :

"Whether the Action of the Management of BBMB in not promoting Sri Sushil Kumar w.e.f. 27-9-91 to the post of chargemen from category of mechanic auto is legally just and valid? If not then to what relief is the workman entitled to and from what date?"

2. In the claim statement it is pleaded that the applicant was appointed as auto machanic on 20-2-1964 but his seniority was wrongly placed at serial No. 16 instead at serial number one. Before the conciliation authority, it was admitted by the management that Sushil Kumar is senior and this seniority was corrected from serial No. 16 to serial number one. It is pleaded that one Jagdish Kumar who was junior to the applicant was promoted w.e.f. 27-9-1991 as the said Jagdish Kumar was appointed on 19-10-1964 and the applicant was appointed on 20-2-1964. It is prayed that the applicant be ordered to be promoted with effect from the date when his junior Jagdish Kumar was promoted i.e. 27-7-1991 and all benefits may be allowed to him from the said date.

5. In Written statement the the management has taken the plea that promotion is made on the basis of seniority cum merit and the applicant was placed at serial No. 1 after the conciliation proceedings and the applicant can not claim promotion from the date when Jagdish Singh was promoted as a matter of right at the time of promotion the work and conduct of the employees was also considered as he was not recommended by the concerned field officers. It is prayed that there is no merit in the reference and the same deserves to be rejected.

4. In evidence, the applicant filed his own affidavit as Ex. W1 and he also tendered documents Ex. W2 to W4.



He has admitted that he was promoted in the year 1994 as chargeman after the settlement with the management. In rebuttal the management produced Shri J.K. Sharma who filed his affidavit Ex. M1 and he also relied on documents Ex. M2 to M7. In cross-examination the witness of the management admitted that the applicant was placed at serial No. 1 and date of appointment of Jagdish Singh is 19-10-1964 whereas applicant is senior to the Jagdish Kumar who was promoted on 27-7-1991.

5 I have heard the learned representatives of the parties and have gone through the evidence and record of the case. It is admitted case of the parties that the date of appointment of the applicant is 20-2-1964 whereas the date of appointment of Jagdish Singh is 19-10-1964 and after the conciliation proceedings, the applicant was placed at serial No. 1 of the seniority list as per Ex. M5. The only argument of the learned representative of the management is that the promotion was made on the basis of seniority cum-merits and the name of the applicant was not recommended by the field officers. The learned representative of the management has drawn my attention to the document Ex. M4 the Annual confidential report and has argued that though the ACR is good but in one of the column it is mentioned that he is not to be recommended for promotion. I have gone through the ACR Ex. M4. I find that the ACR is good and only in one column he was not recommended for promotion and on the basis of this, the management has not promoted him which is arbitrary decision of the management and the same can not be accepted. The learned representative of the management failed to point out any other reasons for not promoting the applicant w.e.f. 27-7-1991. In my considered opinion, this being an arbitrary decision of the management, the same is liable to be rejected. I am of the considered opinion that the applicant should be promoted from the date when his junior is promoted i.e. 27-7-1991. Thus the management is directed to promote the applicant w.e.f. 27-7-1991 when his junior Jagdish Singh was promoted with all attendant benefits. The reference is answered in favour of the applicant. The management is directed to pay all the arrears of pay to the applicant within one month from the date of publication. The reference is answered accordingly. Central Govt. be informed.

Chandigarh

22-8-2002

S.M. GOEL, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

का.आ. 3094.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय एस. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद पंचाट (संदर्भ संख्या 2/2001 को प्रकाशित करती है, जो केन्द्रीय सरकार को 02/09/2002 को प्राप्त हुआ था।

[ सं. एल. 22012/356/99-आई.आर. (सी. II) ]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3094.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 02/09/2002.

[No. L-22012/356/99-IR (C-II)]

N. P. KESAVAN, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
HYDERABAD

PRESENT

Shri E. Ismail, Presiding Officer

Dated 30th July, 2002

INDUSTRIAL DISPUTE NO. 2/2001

#### Between

The General Secretary,  
Singareni Collieries Workers  
Union (AITUC),  
Kothagudem,  
Khammam Dist.

..... Petitioner

#### AND

The general Manager (Per ),  
M/s Singareni Collieries Co. Ltd.,  
Kothagudem-577101

Respondent.

#### Appearances

For the Petitioner : M/s. A.K. Jaya Prakash Rao,  
Advocate  
For the Respondent : M/s. J. Parthasarthy,  
Advocate.

#### AWARD

The Government of India, Ministry of Labour vide No. L-22012 /356/99-IR (C. II) dated 5-2-2001 referred the following dispute under section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the employers in relation to the Management of M/s. Singareni Collieries Company Limited and their workman.

#### SCHEDULE

"Whether the Action of the management of M/s. Singareni Collieries Co. Ltd., Kothagudem in terminating the service of Sri Abdul Sattar, Security Guard, is legal and justified? If not, to what relief the workman is entitled?"

This reference was registered as Industrial Dispute No. 2/2001 and notices were issued to the parties.

2. The brief facts as stated in the claim statement are : That the petitioner Abdul Sattar was a member of the petitioner union. He is an Ex-serviceman. The Respondent gave a paper notification calling for the applications to the post of Security Guard. Accordingly, the petitioner submitted an application in the year 1980. He was selected for the said post and appointed as Security Guard. At the time of his appointment, discharge certificate given by the authorities was not clearly visible on account heavy rains. The service certificate was wet and thereby the age and other things recorded could not be properly looked into by anybody. He produced the discharge certificate at the time of his appointment but the authorities could not read due to the poor visibility and send the petitioner to appear before the Doctor. Accordingly the Doctor assessed his age as 42 years at the time of joining as Security Guard. He discharged his duties as Security Guard to the utmost satisfaction and put in an unblemished record of service. The petitioner on the basis of some unanimous complaint issued the charge sheet dated 17-8-96 alleging that the petitioner gave false information regarding his name, age, father's name, qualification etc. in connection with the employment. The petitioner submitted his explanation explaining the circumstances and denying the allegations. The Respondent without considering explanation, ordered an enquiry which was not fairly conducted and dismissed him from service on 20th March, 1997. Otherwise, the petitioner would have continued up to 31st May, 1999. The petitioner has not committed any irregularity. He produced the discharge certificate. The respondents by their own Doctor assessed his age and recorded his date of birth as 22-5-1939. Hence, there was no question of the petitioner suppressing his age. Therefore, the petitioner is entitled for full salary from 20th March, 1997 to 31st May 1999 and to set aside the order of dismissal.

3. A counter was filed stating that the petition is not maintainable before the Tribunal. It is correct that in response to the advertisement he was appointed as Security Guard on 11-10-1980. Later it came to notice of the management that the petitioner has suppressed his information about his correct age by tampering the age mentioned in the discharge certificate issued by the Army authorities with an intention to gain more service beyond his superannuation. At the time of his appointment his wage was assessed by Singareni Collieries Medical Authorities as 42 years on 10-10-1980. Actually as per the discharge certificate issued by Record officer of OIC records his age was 24 years as on 26th May, 1952. The letter addressed by the Record Officer of the Army shows he was enrolled in the Army on 26th May, 1952. His age was 24 years. Accordingly he was issued charge sheet dated 17-8-96 for his above misconduct. He gave explanation dated 19-8-96 denying charges levelled against him.

4. A full-fledged enquiry was held in which the petitioner participated, he was supplied with a copy of enquiry proceedings and enquiry report to enable him to make representation if any. He submitted his representation on 2-2-97. His explanation was not found satisfactory and it was found that he is continuing in service fraudulently from 1988 onwards. The Singareni Collieries Workers

Union raised the dispute requesting to convert the dismissal order passed by the management and treat the case of Sri A. Sattar as resignation case but the same was not accepted by the management and the conciliation ended in failure. The Respondent cannot repose confidence in a Security Guard who deliberately tampered his records in order to keep undue benefit. He took advantage of the fact that declaration as his age was 42 years was taken as correct as he was an Ex-serviceman. Accordingly, dismissal order dated 20th March, 1997 was dismissing him from service from 21-3-97. Giving false declaration knowingly is a grave offence. The punishment is not strikingly disproportionate. In fact, the age of superannuation is 60 years and not 62 years. That his age has been claimed as 62 years in 2001 whereas actually it was 72 years. He cannot claim any salary from 20th March, 1997 to 31-5-1999. Hence, the Hon'ble Tribunal may give a finding that he is not entitled for any relief.

5. The Learned Counsel for the petitioner conceded that the enquiry is validly conducted. Hence, it is held that the enquiry is validly conducted. The only point now remains is whether the order of dismissal is justified in the present circumstances or not. It is argued by the Learned Counsel for the petitioner that it is a case of semi-literate man whose age was recorded by different authorities according to the whims and fancies of the medical authorities is being punished for no fault of his. It is an admitted fact that while joining the Army also he did not give proof of his age and the military Doctors assessed his age as 24 years on 26-5-52. He served in the Army from 26-5-52. The management of the Respondent has also sent him to Medical Officer who examined him and assessed his age as 42 years on 10-10-80. Now, that is the fault of this semi-literate petitioner ? He does not know his age and the only proof of his age which even according to the Enquiry Officer he has filed that he went to Ithipally and obtained a record sheet where his date of birth is noted as 22-5-39. Therefore, it is not his fault and he cannot be punished for various people assessing his age differently. He submits that he is entitled for to continue into service up to 22-5-99. Therefore, he submits that the relief may be granted.

6. It is argued by the Learned Counsel for the Respondent that the minimum age for recruitment in the Army is 18 years. So obviously if his date of birth is taken as 22-5-39 then he was only 13 years old. It is too much to say on his part merely because petitioner was strong and well-built, the Doctor would have assessed his age as 24 years that is 11 years more than his age. In fact, he pleaded for his retirement in the enquiry. Therefore, he is not entitled for any relief.

7. It may be seen that there is no denial that this man has got no certificates except one certificate showing his date of birth as 22-5-39. So his age was assessed by the military Doctor as 24 years on 22-5-52 and again when he was discharged from military on 23-1-68 and after a gap of more than 12 years when he gets the job on 11-10-80, his explanation that the discharge certificate got spoiled appears to be correct. In the 12 years of his search for the

job, the discharge certificate might have got spoiled and when the Doctor assessed him 42 years, for the Enquiry Officer to give a finding that the Doctor might have assessed his age basing on the version given by the petitioner appears not to be correct. So it is to be concluded safely that here is a man who does not know his date of birth and he is not one there are millions and millions of people specially about 50 years back when no proper record was maintained for the date of birth. It is a known fact that the age of child at the time of admission will be assessed or put according to the fancy of the concerned clerk or appearance of the child or to suit the age requirement in the month of June. No doubt, a man of full conscious would see that his age is properly assessed and if he was to tell the Medical Officer, my correct age is this, and what would have happened to him? No body would have believed his true age. So he cannot be completely blamed. But, however the version and management's exhibit No.6 in the enquiry also cannot be believed and unfortunately, from the enquiry report the said certificate is specifically missing and so far as the discharge certificate is there, there is no date of birth that apparent age is 24 years. It is clearly visible. So it is for the Doctor who examined to assess his age properly by seeing his dentures, bones, etc. So, these entire blame cannot be put to him and that is also his apparent age. However, the words of the petitioner also cannot be taken as fully true as that as he was strongly built he was shown as 24 years instead of 13 years by the military authorities as if the nation was at war and required badly the jawans to take even under age people. The minimum age is 18 years for joining military. So obviously he cannot have been less than 18 years at the time of joining the Army. So neither the date of birth is 22-5-1939 nor it can be 1928. In such cases only the Doctors can assess. No doubt, not 100% correct but by assessment. But I again do not want to refer it to Doctor and reroll the case into motion as it may give rise to further litigation. Hence, presuming his age under the circumstances of the case as 20 years when he joined the Army on 26-5-52. His date of birth is fixed as 26-5-1932 and as it is not entirely his fault to have not given the correct age as he himself is not aware of the same and who cannot exhibit a very high standard of morality when there is no legal binding on him and from the very fact that he was continued in service till 1996, goes to show that he was able to discharge the functions properly and what all he states is not completely false. The punishment of dismissal is not warranted and the reference is ordered as follows, "The management of M/s Singareni Collieries Company Ltd., Kothagudem in terminating the services of Sri Abdul Sattar is not justified. He shall be deemed to have retired from service on 31-5-1992 (AN) and he will be entitled for all the benefits from 11-10-1980 from the date of his entry into service in M/s. Singareni Collieries Company Ltd., till 31st May, 1992. The extra numbers of years for which he has already received his pay will not be counted in calculating his retirement benefits."

Award passed accordingly. Transmit

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her corrected and pronounced by me on this the 30th day of July, 2002.

E. ISMAIL, Presiding Officer

#### Appendix of evidence

Witnesses examined for the Petitioner :	Witnesses examined for the Respondent :
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3095.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 122/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[ सं. एल-22012/491/99-आई.आर. (सी.-II) ]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3095.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 122/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 02-09-2002.

[No. L-22012/491/99-IR(C-II)]

N.P. KESAVAN, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
AT HYDERABAD

PRESENT :

Shri E. ISMAIL, Presiding Officer

Dated : 5th August, 2002

INDUSTRIAL DISPUTE No.122/2002

(Old I.D. No. 26/2000 transferred from Industrial  
Tribunal-I, Hyderabad)

**BETWEEN**

The General Secretary,  
A P Koila Kamgar Union,  
Yellandu,  
Dist. Khammam.

.....Petitioner

**AND**

The General Manager (Project),  
M/s. S.C. Co. Ltd.,  
Yellandu  
Distt. Khammam.

Respondent

**APPEARANCES :**

For the Petitioner M/s M.V. Divakar, Advocates

For the Respondent M/s J. Parthasarathy, Advocates

**AWARD**

The Government of India, Ministry of Labour by its order No. L-22012/491/99-IR(CM.II) dated 28.6.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to the Industrial Tribunal-1, Hyderabad between the management of M/s Singareni Collieries Co. Ltd., and their workman. In view of Government of India, Ministry of Labour's Order No.H-11026/1/2001-IR(C.II) dated 18.10.2001 this case has been transferred to this Tribunal bearing I.D No.26/2000. The reference is,

**SCHEDULE**

"Whether the action of the management of M/s SCCL in dismissing the services of Sri K. Samaiah. General Mazdoor, Yellandu from services is legal and justified? If not, to what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 122/2002 and notices issued to the parties.

2 The brief facts mentioned in the claim petition are. That the petitioner union has raised an industrial dispute on behalf of the Defacto workman Sri Kunja Samaiah. S/o Yenkaiah who joined the respondent company on 8-5-84. Since the date of appointment the workman had been discharging his duties most efficiently till he was terminated illegally on 1-2-95. That he suffered ill health. He took treatment in private hospitals in the Area of Khammam as the Respondent hospital is not treating the workman properly. The workman was issued charge sheet on 1-7-93 which is against the provisions of law, which relates to his absence in the year 1992 on various dates. He gave a reply. But without considering the reply he was issued a notice of enquiry dated 6-7-93 mentioning the name of the Enquiry Officer. The Respondent management with a pre-determined mind decided to dismiss the workman that no enquiry was conducted as per law. The petitioner was not allowed to defend his case and was not allowed to examine any witnesses and the Enquiry Officer did not receive any service documents. The Enquiry Officer acted as an agent of the Respondent. Hence, the enquiry proceedings are liable to be set aside. Hence, the dismissal order dated 1-2-95 may be set aside and he may be reinstated with all benefits.

3 A counter was filed stating that the petitioner was absent for a period of one year. He did not have a single muster. Hence, a charge sheet was issued to him dated 14-8-1991 and workman was dismissed on 1-2-95. The Enquiry Officer was Senior Personnel Officer in the Respondent Company. The Enquiry Officer explained him that he was permitted to take the assistance of co-worker. The enquiry was conducted on 29-3-93 and report submitted. That prior to 8-8-90 in a period of more than 7 months the worker had only 81 musters. He reported on 14-8-91 and he had only 24 musters till December, 1991. In 1992 he had only 60 musters and in 1993 till the date of enquiry he had only 18 musters. He had no musters in the year 1994 and 1995 prior to the dismissal order. Hence, it was correctly concluded that he is not interested in the work and inspite of the Respondent having number of hospitals he did not avail their services. Hence, a nil award may be passed. No witnesses were examined as the Learned Counsel for the petitioner conceded that enquiry is validly conducted.

4 It is argued by the Learned Counsel for the petitioner that after all it is a case of absenteeism and the dismissal is too harsh a punishment. Hence, he may be reinstated.

5 The Learned Counsel for the Respondent argued that he had no musters in 1994, 1995. In 1993 only 18 musters, in 1994 only 60 musters and therefore no mercy need be shown to him and the reference may be ordered that he is not entitled for any relief.

6. It may be seen that once it is conceded that the domestic enquiry is validly conducted then the only question that remains is whether workman is entitled for any relief. It may be seen that his musters are very poor right from 1990. So much so that after the enquiry also in 1994 and 1995 his musters are zero. However, I am of the opinion that he can be given a chance subject to certain conditions. Hence, the reference is answered by passing an award in the following terms. "The management of M/s Singareni Collieries Company Ltd., is not justified in dismissing Sri K. Samaiah. General Mazdoor and dismissal is substituted by the following order. Sri K. Samaiah shall be taken into service within 30 days from the publication of this award as General Mazdoor on the present minimum scale payable to the General Mazdoor. However, his services from 1984 till the end of 1993 shall be taken into consideration (1994 and 1995 are excluded as there are no musters in both the years) for terminal benefits on condition that the workman after being reinstated shall put in minimum musters for a period of three consecutive years. If he does not put so his previous service from 1984 till the end of 1993 need not be taken into consideration for terminal benefits.

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 5th day of August, 2002.

E. ISMAIL, Presiding Officer

**Appendix of Evidence**

Witnesses examined for the  
Petitioner.

NIL

Witnesses examined for the  
Respondent:

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3096.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद पंचाट (संदर्भ संख्या 128/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[सं. एल-22012/560/99-आई.आर. (सी.II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3096.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 128/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 02-09-2002.

[No L-22012/560/99-IR(C-II)]

N P. KESAVAN, Desk Officer

**ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
AT HYDERABAD

**PRESENT :**

Shri E ISMAIL, Presiding Officer

Dated. 31st July, 2002

INDUSTRIAL DISPUTE NO. 128/2002

(Old I D. No 99/2000 transferred from Industrial  
Tribunal-1, Hyderabad)

**BETWEEN**

Sri Penugonda Narasingam,  
H.No 12-5-272, Elkalapalli Gate,  
Fertilizer City, Karimnagar District.

... Petitioner

**AND**

The General Manager,  
Singareni Collieries Co. Ltd.,  
Ramagundam-II Division,  
Godavarikhani - 505208.

... Respondent

**APPEARANCES:**

For the Petitioner : M/s T. Hanumantha Reddy,  
Advocates

For the Respondent : M/s J. Partha Sarathy, Advocates

**AWARD**

The Government of India, Ministry of Labour by its order No. L-22012/560/99-IR(CM.II) dated 28-7-2000 referred the following dispute under section 10(I)(d) of the I.D. Act, 1947 for adjudication to the Industrial Tribunal-1, Hyderabad between the management of Singareni Collieries Company Ltd., and their workman. In view of Government of India, Ministry of Labour's Order No.H-11026/1/2001-IR(C.II) dated 18-10-2001 this case has been transferred to this Tribunal bearing No.99/2000. The reference is,

**SCHEDULE**

"Whether the action of the General Manager, M/s. Singareni Collieries Co. Ltd., Ramgundam-I Division, Godavarikhani in dismissing Sh. Penugonda Narsingam, Coal Filler, Godavarikhani, 5 incline (GDK-5), Ramagundam-I/Godavarikhani w.e.f. 11-4-99 is justified? If not, to what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 128/2002 and notices issued to the parties.

2. The brief averments of the claim statement are: that the petitioner was appointed as coal filler in the respondent organization with ID.No.088/2850 on compassionate appointment as a dependent of his father Sri Penugonda Mallaiah, Ex-Trammer of GDK incline No. 8. The petitioner continued the duties without any adverse remark. However due to ill health he was absent from 11-01-97 to 31-12-97. He was under treatment of a private doctor at Peddapally. The petitioner joined duty on 1-1-98 by producing the medical certificate. Again he became sick and under treatment of the Company hospital from 9-1-98 to 15-4-98. And was absent. He joined duty on 16-4-98. Again he became ill on 9-12-98 and was under the treatment of the private doctor at Peddapally till 30-4-99.

3. During June, 1998 a charge sheet was served upon him. That the petitioner went to join duty on 1-5-99, he was informed that he was dismissed from service. After several requests the dismissal order was given to him. He was removed illegally and hence he may be reinstated with back wages, continuity of service and all other attendant benefits.

4. A counter was filed stating that this is a case of prolonged absence without proper sanction of leave or intimation and therefore falls under the question of abandonment. It is submitted that the conduct of the workman was such that it would effect industrial discipline.

as well as caused loss to the respondent. As such the respondent cannot repose any confidence in the workman. Initially he was appointed as badli worker from 1-7-91 and promoted as coal filler on 1-9-95. In 1995 itself after promotion, he had only 160 muster rolls to his credit. His muster rolls fell to 138 in 1997. Further reduced to 29 musters in 1998. Hence, an enquiry was conducted and he was rightly dismissed. That a lenient view was taken and he was allowed to resume duty in 1998 but again he absented himself. The company has got hospitals, they also refer to Super Speciality hospitals. Hence, there was no meaning in taking treatment with a private practitioner and all. Hence, a Nil Award may be passed.

5. The Learned Counsel for the petitioner filed memo conceding validity of domestic enquiry. The only point that remains whether this Court can substitute the punishment under Sec.11A of the I.D. Act, 1947. Arguments were advanced on the same lines by both the Counsels.

7. It may be noted that the petitioner was appointed as Badli filler in 1991 and promoted as coal filler on 1-9-95. He was appointed on compassionate grounds due to the death of his father, taking that into consideration and that his attendance started falling short after he was promoted as coal filler, I am of the opinion that another chance can be given to the petitioner to mend his ways with certain conditions. Hence, the reference is ordered accordingly. The General Manager, Singareni Collieries Company Ltd., Ramagundam-I Division, Godavarikhani is not justified in dismissing the workman and the workman Sri Penugonda Narsingam is directed to be reinstated within 30 days from the publication of this award on the present minimum basic pay of coal filler. Sri Penugonda Narsingam shall put in minimum muster rolls for three consecutive years only then his previous service from 1.7.91 will be taken into account for terminal benefits.

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of July, 2002.

E. ISMAIL, Presiding Officer

#### Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent :
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3097.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल.

प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद पंचाट (संदर्भ संख्या 22/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[सं. एल-22025/1/2002-आई.आर. (सी.II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3097.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 02-09-2002.

[No. L-22025/1/2002-IR (C-II)]

N. P. KESAVAN, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR COURT  
AT HYDERABAD

#### Present :

Shri E. ISMAIL, Presiding Officer

Dated the 31st day of July, 2002

INDUSTRIAL DISPUTE L.C.I.D.No.22/2001

#### BETWEEN

Sri Thadaka Mallaiah,  
R/o Qtr. No.396, Gandhinagar, 'D' Type,  
Plot No.4, Godavarikhani,  
Karimangar District.

.....Petitioner

#### AND

The Chief General Manager,  
The Singareni Collieries Co. Ltd.,  
Godavarikhani,  
Karimnagar Dist.

.....Respondent

#### APPEARANCES:

For the Petitioner : M/s A.K. Jaya Prakash Rao,  
Advocates

For the Respondent : M/s J. Parthasarathy, Advocates

#### AWARD

This is a case taken under Sec.2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The brief facts of the case are: It is submitted that he was dismissed from services on 14-5-2001 although he

was working in the company since 1978 having joined as coal filler. That he was promoted and his services as coal filler were confirmed in 6A incline.

3. That he made a representation to the Chairman and Managing Director that he was being harassed with the local management on 15-2-2000. That on the basis of having represented, the Colliery Manager chargesheeted him on 9-11-2000 stating that it was not substantiated by producing documentary or material evidence with regard to the alleged complaint. That he made an application to the Enquiry Officer to conduct the enquiry in Telugu which was not considered. The enquiry was not properly conducted and the action of the Respondent management is only an act of victimization and unfair labour practice. He filed W.P. in the Hon'ble High Court. When he was asked to vacate the quarter as per the orders of the Hon'ble High Court. In spite of that out of vengeance Rs.600 per month were deducted from his salary. The quantum of punishment on the petitioner has to be seen which is contrary to law and improper. Hence, he may be directed to be reinstated.

4. A counter was filed stating that the petitioner joined on 9.10.1980 as badli mazdoor and confirmed in the general mazdoor category one. The petitioner has made allegations against two officers of the Respondent Sri Satyam and Sri V. Gopala Rao. The allegations are of serious nature and would have resulted in the said officers losing the job if proved. Hence, a charge sheet was issued on 9-11-2000. He gave a reply on 11-11-2000. Accordingly an Enquiry Officer was appointed and petitioner was given full opportunity to cross examine the witnesses and Enquiry was correctly conducted. The charge sheet was issued to prevent such malafide and frivolous charges being made which were on-substantiated. It needs to be further stated that it was a serious allegation asking the Chairman of the Company to take necessary steps against the local management. The W.P. is filed only for a quarter which is a service benefit. Let us nothing to do with this case. As the charges are of serious nature, hence, he was dismissed. Hence, the petition may be dismissed.

5. The petitioner's Counsel conceded that the domestic enquiry is validly conducted. Hence, final arguments were heard. He submits that it is possible that the allegations might have been correct. It is always difficult to prove such allegations and why should he all of a sudden make allegations. Further the persons against whom the allegations are made are not examined. Where can he get documents to prove the said allegations. Further he submits that the petitioner has now filed a memo that he regrets and tenders an unconditional apology. Therefore, the order of the dismissal may be set aside and he may be reinstated with back wages and full benefits.

6. The Learned Counsel for the respondent submits that this is a very serious matter wherein the allegations made against the officers would have resulted in the dismissal, had the allegations been correct. So making such allegations which results in termination of services of two officers. It is but fair that the petitioner himself was dismissed when he could not prove those charges and what

is the apology after all. The memo filed that the petitioner what does it say, the petitioner regrets and tenders the unconditional apology, if the management reinstates, so the very apology is make believe apology and does not come under an unconditional apology. From this the adamant attitude of Sri T. Mallaiiah may be noted. Such persons who make false allegations do not deserve any sympathy. Hence, the dismissal order may be confirmed.

7. It may be seen that this petitioner has been appointed when his father took voluntary retirement. He was in the quarter. Anyway that has got nothing to do with this. But, it is an admitted fact that he has been making accusations or allegations against superior officers of the company without any basis or proof. And the petitioner's Counsel has conceded that the domestic enquiry is validly conducted. Hence, the charges stand proved. The only point for consideration is whether this court can interfere and give a finding whether the punishment awarded is disproportionate to the misconduct. No doubt, the allegations are serious. But it has been stated across the bar that one of the officers against whom allegation is made is retired in due course on attaining superannuation and other is on the verge of retirement. It is also evident from the documents filed before me in his representation dated 29-4-2001 that the petitioner has been drafted as general Mazdoor on Surface category-I from 1-1-88. Hence, the punishment of dismissal is substituted as follows, "the petitioner shall be appointed on the minimum scale of general mazdoor of service of Surface in Category-I on the present minimum pay scale. He will not be entitled for any back wages. However, his entire services from 1978 will be counted for terminal benefits. The period of dismissal till he is reinstated will be counted as extraordinary leave without pay."

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 31st day of July, 2002

E. ISMAIL, Presiding Officer

#### Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 2 सितम्बर, 2002

का. आ. २०९८.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. प्रबंधन के संबंध निम्न में और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

हैदराबाद पंचायत (संदर्भ संख्या 269/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[सं. एल-22025/1/2002-आई.आर. (सी.II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

**S.O. 3098.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 269/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 02-09-2002.

[No L-22025/1/2002-IR(C-II)]

N.P. KESAVAN, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

#### Present :

Shri E. ISMAIL, Presiding Officer

Dated the 30th day of July, 2002

INDUSTRIAL DISPUTE L.C.I.D. No. 269/2001

#### Between:

Sri Elukapalli Mondli,  
S/o Narsaiah,  
E-2307165, S.M.G. 3 incline,  
Mandamarri Area,  
Adilabad Dist. Petitioner

#### AND

The General Manager,  
The Singareni Collieries Co. Ltd.,  
Mandamarri Area,  
Mandamarri, Adilabad Dist. Respondent

#### APPEARANCES :

For the Petitioner : M/s P. Nageshwar Rao, Advocates  
For the Respondent: M/s J. Partha Sarathy, Advocates

#### AWARD

This is a case taken under Sec. 2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 8.1.1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and numbered in this Court as L.C.I.D. No. 269/2001.

Brief facts as stated in the petition are: That the petitioner was working since 1979 as Trammer. That on 7.2.2000 he received a notice alleging habitual absence from duty without sufficient cause. That he explained the reason that it was due to his sickness. The Respondent conducted enquiry on 15.3.2000. He submitted in the report that the Respondent took an undertaking on 16.12.2000 from the petitioner that he could complete 66 musters in 3

months commencing from 16.12.2000. The petitioner completed 66 musters, inspite of that he was removed from service on 31.7.2001 vide order dated 23.7.2001. That he was suffering from Jaundice and Schizophrenia. He was under treatment during the relevant period in company hospital as well as he took treatment at Karimnagar. It was in the knowledge of the respondent and anyway the punishment is disproportionate to the alleged misconduct. Hence, he may be reinstated with all attendant benefits and back wages.

3. The Respondent filed a counter stating that his attendance was very poor in 1998 it is 141 days, in 1999-55 days. He was given another opportunity after the enquiry. As per his undertaking he did work for 70 days in 3 months that is February, March and April, but however again he was kept under observation for 3 months and he did not keep it up and he worked again in April, May and June, for 14, 10 and 8 days respectively. Enquiry is validly conducted and his absenteeism is habitual and hence, he is not entitled for any relief.

5. The Learned Counsel for the petitioner conceded that the domestic enquiry is validly conducted and in the final arguments he submitted that after all the petitioner has put in service from 1979, just after 20 years of service for absenteeism, with a reasonable cause, that is sickness, if he is dismissed that causes untold misery to the petitioner. Hence, he may be reinstated with full benefits.

6. The Learned Counsel for the Respondent submits that seeing his conduct that inspite of the enquiry when he was given time to mend his ways and after giving an undertaking in enquiry during February, 2001 to April, 2001 he had put in more than 20 days per month. He was given another block of 3 months after April 2001 to confirm his improvement but, his musters during the said period were very low. Such type of attendance is definitely a very serious offence. How would the work of the mines go on if people like petitioner do not work at all. Even if arguments sake it is conceded that in the year 2001 he was sick, he should have gone to the hospitals provided by the company. Hence, he does not deserve any sympathy and the petition may be dismissed.

7. It may be seen that the petitioner has put in 21 years of service and dismissal is apparently disproportionate to the alleged misconduct. However, number of such cases are increasing. Hence, I am of the opinion that the order of dismissal can be modified as follows and the following award is passed. The petitioner shall be reinstated on or before 1st September, 2002 on the minimum scale of revised pay as applicable if he puts in minimum muster rolls for three consecutive years his entire service from 1979 will be calculated for terminal benefits.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her-connected and pronounced by me in the Open Court on this the 30th day of July 2002.

E. ISMAIL, Presiding Officer



**Appendix of evidence**

Witnesses examined for the Petitioner      Witnesses examined for the Respondent:

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3099.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद पंचाट (संदर्भ संख्या 270/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[ सं. एल-22025/1/2002-आई.आर. (सी. II) ]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3099—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 270/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure to the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 02-09-2002.

[No. L-22025/1/2002-IR(C-II)]

N.P. KESAVAN, Desk Officer

**ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR COURT  
AT HYDERABAD .

**PRESENT :**

Shri E. ISMAIL, Presiding Officer

Dated the 30th day of July, 2002

INDUSTRIAL DISPUTE L.C.I.D.No.270/2001

**BETWEEN**

Sri Bodukunta Lingaiah,  
S/o Durgaiiah,  
R/o Near Navodaya Private School,  
Vepal, Kalyankhani,  
Adilabad Dist. .... Petitioner

**AND**

The General Manager,  
The Singareni Collieries Co. Ltd.,  
Mandamarri Area,  
Mandamarri, Adilabad Dist. .... Respondent

**APPEARANCES :**

For the Petitioner : M/s P. Nageshwar Rao, Advocates

For the Respondent: M/s J. Partha Sarathy, Advocates

**AWARD**

This is a case taken under Sec.2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3.8.1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and numbered in this Court as L.C.I.D.No.270/2001.

2. Brief facts as stated in the petition are: That the petitioner is aged about 54 years was working as a coal filler, E.C.No.2311758 in Mandamarri Area, Mandamarri, Adilabad District. That on 13.3.2000 the petitioner was issued a charge sheet requiring his explanation on the allegation of habitual absence which reads as follows:

"25.25: Habitual absence from duty without sufficient cause"

After receipt of the charge sheet the petitioner approached before respondent and orally explained the reasons that his absence is only on account of sickness but not intentional. In spite of the above, the Respondent did not consider the same and directed the petitioner to attend an enquiry. As such an enquiry was fixed on 30.3.2000 and conducted enquiry and examined two witnesses Sri Y. Venkateshwarlu, P.O.A., Sri N. Bheema Shankar, Case Sheet Clerk. Soon after the examination a perverse finding was given that the charges are proved against the petitioner. Later the Respondent did not issued any other notice and directed the petitioner to give an undertaking that he would keep 22 musters every month thereafter. All of a sudden the Respondent passed an impugned order dated 27.5.2001 dismissing the petitioner from 7.6.2001. The said order is illegal and bad.

3. The petitioner took treatment for his right leg fracture in Area Hospital Singareni and that sick certificate was issued by the Attendant Doctor in addition to that the pay sheet clerk in receipt of a sick certificates duly observed 'sick' in the musters and did not raise any objections there on. Surprisingly, he has been dismissed. The petitioner is unable to secure alternative employment and due to unemployment, all of his family facing several difficulties. Hence, the order dated 27.5.2001 passed by the respondent may be set aside and the Respondent be directed to reinstate the petitioner as coal filler with continuity of service with all other attendant benefits and full back wages.

4. A counter was filed stating that it is true that the petitioner was appointed in the Respondent company on 30.5.1976 and worked as coal filler in KK2 incline, Mandamarri area. The Respondent management reviewed the case of absenteeism during January/February every year and those employees who put in a minimum of 100 musters during the previous calendar year and remain absent unauthorisedly will be issued charge sheet. One is supposed to keep 190 musters in each calendar year. Petitioner's attendance in 1997 was 183 days, in 1998-

177 days, in 1999- 22 days and in 2000 only 121 days. As such a charge sheet was issued to him. That the petitioner submitted a written representation during the enquiry dated 17.1.2001 that every month he would put in 22 musters. Accordingly he was given time to enable to improve his performance vide letter dated 21.1.2001. However, he has put in only 7 days musters in February, 2001. None during March and April, 2001. And he failed to keep his assurance. Hence, the said letter of dismissal was issued. He remained unauthorisedly absent during 1999 for a number of days. The Respondent maintains full-fledged medical establishments including a hospital and two sub-hospitals apart from health units and primary health care centres, which are spread over the entire regions where the company has its offices, mines and conducts operations. Apart from these facilities provided for treatment as and when required in the hospitals of the super specialties. His previous record is unsatisfactory. Dismissal was proper, enquiry was properly conducted and dismissal was proper. Hence, the petitioner is not entitled for any relief.

5. The Learned Counsel for the petitioner conceded that the domestic enquiry is validly conducted and in the final arguments he submitted that after all the petitioner has put in service from 1976, just after 24 years of service for absenteeism with a reasonable cause, that is sickness, if he is dismissed that causes untold misery to the petitioner. Hence, he may be reinstated with full benefits.

6. The Learned Counsel for the Respondent submits that seeing his conduct that inspite of the enquiry when he was given time to mend his ways and after giving an undertaking in enquiry during February, 2001 he has put in only 7 musters and March, April again he has not put in any musters. Such type of attendance is definitely a very serious offence. How would the work of the mines go on if people like petitioner do not work at all. Even if arguments sake it is conceded that in the year 1999 he was sick, he should have gone to the hospitals provided by the company. Hence, he does not deserve any sympathy and the petition may be dismissed.

7. It may be seen that the petitioner has put in 24 years of service and dismissal is apparently disproportionate to the alleged misconduct. However, number of such cases are increasing. Hence, I am of the opinion that the order of dismissal can be modified as follows and the following award passed. The petitioner shall be reinstated on or before 1st September, 2002 on the minimum scale of revised pay as applicable if he puts in minimum muster rolls for three consecutive years his entire service from 1976 will be calculated for terminal benefits.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me in the Open Court on this the 30th day of July, 2002.

E. ISMAIL, Presiding Officer

### Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद पंचाट (संदर्भ संख्या 272/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[सं. एल-22025/1/2002-आई.आर. (सी.II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3100.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 272/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 02-09-2002.

[No- L-22025/1/2002-IR (C-II)]

N. P. KESAVAN, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

### PRESENT :

Shri E. ISMAIL, Presiding Officer

Dated the 30th day of July, 2002

INDUSTRIAL DISPUTE L.C.I.D.No.272/2001

### BETWEEN

Sri P. Satyanarayana,  
H.No.9-1-33/A/34, Plot No.198,  
Prashanth Nagar, Langer House,  
Hyderabad.

.....Petitioner

### AND

The General Manager, Projects,  
The Singareni Collieries Co. Ltd.,  
Yellandu, Khammam Dist .

... Respondent

**APPEARANCES :**

For the Petitioner : M/s G. Vidya Sagar, Advocates

For the Respondent : M/s J. Partha Sarathy,  
Advocates**AWARD**

This is a case taken under Sec.2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3.8.1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The brief averments of the petition are: That the petitioner was appointed as casual labour on 18.1.1975 at 21 incline, Yellandu. He used to work only 15 days in a month and he was paid wages of Rs. 750/- per month. On 2.7.78 he was promoted as general Mazdoor. Again he was promoted as Mining Sirdar at JK 5 incline, in Grade 'C'. That during the period from 1.10.94 to 17.9.95 the petitioner was advised to take rest since he was suffering from Hepatiti Ignera-Debility. He did not recover and his health became deteriorated. He was admitted in a private hospital at Vijayawada and no one to care about him. While he was working as Mining Sirdar, he was issued with a charge sheet on 17.10.94 that he was absent from duties from January, 1993 to December, 1993, for which he gave explanation that he was ill. The enquiry was held on 6.9.94. The petitioner was allowed to continue to attend his duties as Mining Sirdar. He joined and continued upto 1.10.94. And again, he was affected with the Hepatiti Ignera-Debility and he could not work from 1.10.94 to 17.9.95. For his absence during 1.10.94 to 17.9.95 paper notification was given for which the petitioner submitted his explanation. Ultimately, he took country medicine. Enquiry was held and charges levelled were held to be proved. He was dismissed from service. Enquiry was not properly held. As his absenteeism was beyond his control he may be reinstated with full back wages, attendant benefits etc. and the order of dismissal dated 12.10.1995 may be set aside.

3. A counter was filed that he was a chronic absentee. In 1991 he had put in 70 days musters in 1992 — 13 days-musters, in 1993 — 19 days musters. The enquiry was properly held. He never informed of his illness. Even his previous record is most unhappy as he used to absent himself. Hence, in order that the work may not suffer by mercy by the Hon'ble Court and hence, the dismissal order may be upheld.

4. Counsels of both parties conceded the validity of domestic enquiry and it is held that the enquiry is validly conducted.

5. Arguments were advanced on the same lines by the Counsels for the petitioner and the Respondent.

6. It is a matter of regret that people in general find it very difficult to secure a job but, unfortunately once they find a job most of them think that now whether they work properly or not their future is safe. Such an attitude is reprehensible and perhaps social awareness, TV

programmes, Newspapers and magazines may play a vital role in educating the persons that whatever job they do if they do it sincerely it is not only beneficial to the organization for which they are working, it is also beneficial to them and their health, when once his conscience is satisfied that one is discharging his duties to the best of his ability. That may be so. Here we find person recruited in the year 1975 becomes permanent in 1978 and again promoted as Mining Sirdar but what is his attendance? Practically nothing when we see. He absented himself for 59 days between June to December, 1989 for 302 days from January to December, 1998, 275 days from January to December, 1999 and 177 days from January to June, 1990. He appears to be most irresponsible person. However, I think one last chance can be given to him on certain conditions.

7. Accordingly an award is passed as follows: The petitioner shall be reinstated on or before 1st September, 2002 on the minimum scale of pay of Mining Sirdar, however, his muster rolls shall be watched for three years and if he puts in minimum muster rolls in all the three consecutive years, his entire service will be taken into consideration for retirement. If he does not put in three years of minimum muster rolls consecutively then the previous service shall not be taken into consideration for his retirement benefits.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 30th day of July, 2002.

E. ISMAIL, Presiding Officer

**Appendix of evidence**

Witnesses examined for the Petitioner :	Witnesses examined for the Respondent :
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3101.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 50/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[सं. एल-40012/353/2001-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 2nd September, 2002

**S.O. 3101.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2002) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 02-09-2002.

[No. L-40012/353/2001-IR (D.U.)]

KULDIP RAI VERMA, Desk Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT AT CHENNAI

Monday the 12th August, 2002

#### **PRESENT :**

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 50/2002

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the workman Sri K. Srinivasan and the management of M/s. Duch Cable Maintenance and three others.)

#### **BETWEEN**

Shri K. Srinivasan . . . . . I Party/Workman

#### **AND**

1. The Senior Assistant Engineer, : II Party/Management  
Duch Cable Maintenance,  
Chennai.
- 2 The Chief General Manager,  
Telecom, Chennai.
3. The General Manager,  
Telecommunications,  
Kanchcepuram Dt. Chennai.
4. The Divisional  
Engincer (Admn), O/o.  
General Manager, Telecom  
Chengalpet SSA, Chennai.

#### **APPEARANCE :**

For the Workman : . . . . . Unrepresented  
For the Management . . . . . Mr. R. Kannappan,  
AddL. SGC

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act,

1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-40012/353/2001/IR(DU) dated 22-05-2002.

On receipt of records from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 50/2002 and notices were sent to the parties to the dispute with a direction to appear before this Tribunal on 17-06-2002 to file their respective Claim Statement and Counter Statement and to prosecute this case further.

In spite of notice sent by Registered Post and duly served on the I Party/Workman, the date on which the hearing was fixed, as no one appeared before this Tribunal for the I Party/Workman, the case was adjourned to the next two hearing dates for filing Claim Statement of the I Party/Workman. Though the order of reference cited above, sent by the Ministry of Labour directly to the party to the given address, he has not chosen to appear before this Tribunal within fifteen days of receipt of that reference and to file his Claim Statement. The counsel who entered appearance for the II Party/Management had filed his statement of objection to the dispute raised by the I Party/Workman with the copy of the claim petition filed by the Petitioner while raising this dispute earlier before the conciliating authority.

When the matter came up before me for final hearing on 22-07-2002, upon perusing the order of reference, statement of objection filed by the II Party/Management along with xerox copy of the 2A petition filed by the I Party/Workman before the conciliating authority, the other material papers on record, on hearing the arguments advanced by the learned counsel for the II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed, on merits, the following :—

#### **AWARD**

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the termination and non-regularisation of Sri K. Srinivasan, by the Department of Telecom, Chennai is legal and justified and if not, to what relief the workman is entitled?”

2. The averments in the 2A Claim petition filed by the I Party/Workman Sri K. Srinivasan (hereinafter refers to as Petitioner) before the conciliating authority are briefly as follows :—

The I Party/Workman Shri K. Srinivasan (hereinafter referred to as Petitioner) was engaged as casual labour in the II Party/Management (hereinafter refers to as Respondent) in the year 1992. He was paid daily wages of Rs.6.00 per day. Though the Petitioner has been continuously working with the Respondent, and has put in 466 number of days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known

as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman's service was terminated on 30-11-97. He was working under the Respondent's office at the time of his termination. When he approached the concerned authority, for conferment of temporary status, he was informed that he will be taken back to duty after short time. The Petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation is *ab initio void* and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department claiming the relief of reinstatement of the Petitioner in service with back wages and continuity of service.

3. The averments in the statement of objection filed by the II Party/Management Telecom Department, Dutch Cable Maintenance (hereinafter refers to as Respondent) are briefly as follows :—

This Statement of objection of the II Party/Management has been filed as a reply to the dispute that has been raised by the Petitioner/Workman before the conciliating authority, since the I Party/Workman has not chosen to file any Claim Statement here before this Tribunal. It is denied that the Petitioner was appointed as Casual Mazdoor and he was continuously working with the Respondent and had put in 466 number of days and he was terminated on 30-11-97. The Petitioner was not at all engaged by the department as casual labour as alleged in the claim petition. Since the Petitioner was not at all

engaged, the question of continuous service and termination does not arise. It is true that there was a scheme called 'Grant of Temporary Status and Regularisation' to regularize the casual labourers in the department. Since the Respondent not all engaged the Petitioner, the question of granting temporary status to the Petitioner does not arise. The Petitioner was never informed by the Respondent that he will be taken back into service. Since the Petitioner was not at all engaged by the Respondent, question of continuous service, notice or compensation in terms of Section 25F of Industrial Disputes Act, 1947 does not arise. The Petitioner has submitted a bogus service certificate along with the claim petition showing that he has worked as a water carrier, with a view to getting employment and other benefits from the department. The department did not issue such a certificate. Moreover, there is no pleading about the service certificate in the Claim Statement and the number of days shown in the Claim Statement did not tally with the service certificate of the Petitioner. There is no *prima facie* case was made out by the Petitioner for the claim made in the Claim Statement and hence the petition is liable to be dismissed in limine. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the above claim petition.

4. The point for my consideration is —

"Whether the termination and non-regularisation of Sri K. Srinivasan, by the Department of Telecom, Chennai is legal and justified and if not, to what relief the workman is entitled?"

#### POINT :

Though the Petitioner/Workman Sri K. Srinivasan has raised this industrial dispute against the II Party/Management demanding reinstatement as casual mazdoor, he has not chosen to file his Claim Statement before this Tribunal after the notice to that effect was served on him. But the II Party/Management alone had chosen to file the statement of objection, objecting to the claim made by the Petitioner/Workman by raising this industrial dispute against them with the copy of the claim petition filed by the Petitioner, while raising this dispute earlier before the conciliating authority. It is denied in the Statement of Objection filed by Respondent/Management that the Petitioner/Workman was appointed as casual mazdoor and he was continuously working with the Respondent and had put in 466 numbers of days of service and terminated on 30-11-97 and the Petitioner is put to strict proof of the same. It is clearly averred in the statement of objection that the Petitioner was not at all engaged by the department as a casual labour as alleged in the claim petition and since the Petitioner was not at all engaged, the question of continuous service and termination does not arise. It is further contended in the Statement of Objection that there was a scheme called Grant of Temporary Status and Regularisation to regularize the Casual Labourers, who have actually worked in the

department. Since the Respondent had not at all engaged the Petitioner, the question of granting temporary status to the Petitioner does not arise. The service certificates he produced earlier as he was in service from 01-08-92 to 30-11-97 were found to be bogus and manufactured one and it was categorically alleged in the Statement of Objection that he has submitted false service certificates and the department had not engaged him as water carrier as claimed by him. All these specific averments in the Statement of Objection have not been disputed or denied by the Petitioner/Workman who raised this industrial dispute. It is specifically averred in the Statement of Objection of the Respondent/Management that the Petitioner was not appointed and terminated at any point of time and hence the question of appointment, termination and continuation in service does not at all arise. All these specific averments have not been disproved by the Petitioner/Workman by making plea as well as proving the same with legal evidence. Under such circumstances, it is seen that the Petitioner is not eligible for any relief, as prayed for, under the provisions of Industrial Disputes Act, 1947 and he is also not eligible for conferment of Temporary Status Mazdoor as per the Scheme. So, there is no question of non-regularisation of service of the Petitioner Sri K. Srinivasan by the Department of Telecom and Dutch Cable Maintenance and illegal termination of the service of the Petitioner by the Respondent/Management. Hence, he is not entitled to the relief he prayed for in this dispute against the Respondents. Thus, the point is answered accordingly.

5. In the result, an Award is passed holding that the I Party/Workman Sri K. Srinivasan is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him corrected and pronounced by me in the open court on this day the 12th August, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side None

Exhibits marked —

On either side Nil

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3102. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विदेश संचार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 503/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[ सं. एल-40012/123/97-आई.आर. (डी.यू.) ]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

**S.O. 3102.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 503/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Videsh Sanchar Nigam Ltd. and their workman, which was received by the Central Government on 02-09-2002.

[No. L-40012/123/97-IR(DU)]

KULDEEP RAI VERMA, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
CHENNAI

Monday, the 26th August, 2002

**Present :**

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE No. 503/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 91/98)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri N. Karunakaran and the Management of the Sr. General Manager (SR), Videsh Sanchar Nigam Ltd.]

### BETWEEN

Sri N. Karunakaran

... I Party/Workman

### AND

The Senior General Manager (SR),

Videsh Sanchar Nigam Ltd. ... II Party/Management

### APPEARANCES:

For the Workman : M/s D. Hariparanthaman,  
V. Ajoy Khose &  
S. T. Varadharajulu, Advocates

For the Management : M/s King & Partridge,  
Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute on adjudication vide order No L-40012/123/97/IR(DU) dated 17-06-1998.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 91/98. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of

records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 503/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 07-03-2001 with their respective parties and to prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel for the II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed, on merits, the following :—

### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Videsh Sanchar Nigam Ltd., Chennai in terminating the services of Sri N. Karunakaran after rendering more than 3 years of service without following the procedure of Industrial Disputes Act, 1947 is justified? If not the workman is entitled to what relief?”

2. The averments in the Claim Statement filed by the I Party/workman Sri Karunakaran (hereinafter refers to as Petitioner) are briefly as follows :—

The II Party/Management Videsh Sanchar Nigam Ltd., Chennai was earlier known as Overseas Communication Services Department and it was later incorporated as a Company on 2-1-90. The Petitioner was employed in the canteen run by the company from 30-04-1992 as a Casual Labour (Master Cook) due to want of persons in the canteen. The Petitioner made several applications to employ him as a Group D employee and requested for his absorption to regular service. This request of the Petitioner was also recommended by the Secretary of the Club and other office bearers and higher authorities. There was Tiffin section from the inception and the Respondent started a full fledged canteen in 1983. The canteen was cent per cent subsidised by the Respondent. At the time, when the Petitioner joined the canteen there were about 15 permanent employees and four casual employees. The four other casual employees are Rajasekar, Kothanayagi, Nachiyar and Gurumurthy. Mr. Gurumurthy and Mrs. Nachiyar joined in the canteen services just 15 days prior to the joining of the Petitioner in the canteen. Similarly, one other person by name Sri P. Srinivasan joined as casual cook on 15-4-92. The canteen was a canteen registered with the Director of Departmental Canteens and all the employees including casuals were to be absorbed in the VSNL services by an order dated 1-4-92. As per the above order, the above said four casuals were also absorbed as regular employees of the VSNL with effect from 1-4-92. The services of Mrs. Nachir and Mr. Gurumurthy who had hardly put in 15 days service as on 31-3-92 were regularised w.e.f. 1-4-92. Though

the work done by the Petitioner was a permanent and continuous in nature and he was continued to be employed as casual, he was not absorbed in as that of other employees. He was initially paid at the rate of Rs. 30. He was paid once in 15 days by voucher. Lastly, he was paid at the rate of Rs. 40/- and paid monthly. The Petitioner has worked under the direct exclusive, and close supervision, and control of the Canteen Manager and Canteen Secretary. The names of the Petitioner and one Sri P. Srinivasan were recommended to be included in the permanent rolls of VSNL and their regularisation, because of their expertise in food preparation. The Petitioner was the Master Cook in the preparation of vegetarian and non-vegetarian items and all other items. He has to prepare food as per instructions given by the Canteen Manager and the higher authorities of VSNL. Though all other employees of VSNL canteen were made permanent, the Petitioner and one Sri P. Srinivasan, Assistant Cook in both vegetarian and non-vegetarian items were alone kept as casuals. They were kept as casuals, though the work done by them was permanent and continuously existing. Both the Petitioner and Sri P. Srinivasan made several representations to regularise their services and the Secretary of VSNL canteen also submitted a report that the canteen is in need of two more persons and have recommended for the absorption and regularisation of the Petitioner and Sri P. Srinivasan. Only in these circumstances, the Respondent unilaterally changed the service conditions of both the Petitioner and Sri P. Srinivasan and started paying salary, to the Petitioner and Sri P. Srinivasan through one Day-in-Day service, the contractor. They were not given any prior notice as contemplated under Section 9A of the Industrial Disputes Act, 1947 and the change effected by the management was unilateral, it is an unfair labour practice and oppose to the letter and spirit of Contract Labourer (Regulation and Abolition) Act. Merely because the Petitioner is paid by the Day in-Day service which has no administrative or other control will not take away the employer and employee relationship between the Petitioner and the Respondent. Day-in-Day service never gave any order appointing the Petitioner in their service. It seems to be an inter-arrangement between the Day-in-Day service and the Respondent to bring the Petitioner under contract wage system, to which the Petitioner was not a party and the Petitioner was not put on notice. Hence, that would not affect his status as a workman under the Respondent. The Petitioner and Sri P. Srinivasan were terminated on 20-11-95 only on the written order by the Respondent directing to terminate their services. Since the Petitioner insisted for regularisation, the Respondent directed termination of service. Hence, the termination is mala fide. They were illegally terminated and their names were mentioned as Casual Labour in the identity cards. The employees of Day-in-Day service have not issued with any such identity cards issued to the Petitioner and Sri P. Srinivasan. This would also prove that the Petitioner was a workman under the Respondent. The Petitioner had put in more than 240 days of continuous service, hence, his services ought to have been regularised. Instead of regularising his services, terminating the Petitioner from service is an unfair labour practice. The arrangement of paying wages through

contractor was a shame nominal and camouflage arrangement by the Respondent to defeat and deny the absorption and permanency of the Petitioner and Sri P. Srinivasan. Even after the above change, wages was paid only by the Respondent without obtaining any voucher or receipt. The termination of the Petitioner amounts to retrenchment. There is no valid reason for termination. The Respondent did not issue notice and pay compensation for his service rendered as per section 25F of Industrial Disputes Act, 1947. Hence, the termination is illegal, void and ab initio. The Petitioner's effort to secure reinstatement was not fruitful. His letters dated 9-12-95 and 24-4-96 seeking reinstatement was not replied. Therefore, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central), Chennai by his letter dated 12-8-96. As the conciliation ended in a failure, on submission of report by the conciliating authority, the Govt. has referred this dispute for adjudication by this Hon'ble Tribunal. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the non-employment of the Petitioner is not justified and direct the Respondent to reinstate the Petitioner with continuity of service, back wages and other benefits.

3. The averments in the Counter Statement filed by the II Party/Management Videsh Sanchar Nigam Ltd. (hereinafter refers to as Respondent) are briefly as follows:—

This industrial dispute is neither maintainable on facts or on law and is liable to be dismissed in limini. Petitioner has done work on casual basis at the VSNL canteen as and when it required and it is not for want of persons as the canteen was already sufficiently staffed. However, his claim of making applications to employ him in VSNL and the so called recommendations made by the Secretary of the Club are denied. Respondent is having recruitment rules and procedures laid down for recruitment and it cannot recruit persons violating those rules. The non-statutory canteen located in erstwhile Overseas Communications Services was registered under the Directorate of Canteen. Government of India has directed this Respondent to absorb all those employees located in the canteen working on or before 31-3-92. Thereafter, there was no Casual Labourers working continuously in the canteen. The Petitioner was engaged occasionally to meet the exigencies, when the regular employees were on leave or absent. There is no post or vacancy and hence, the Petitioner was never engaged to any post or vacancy. The Respondent denies that the Petitioner was paid salary through a contractor. Since his services were purely of casual in nature, there was no requirement of this Respondent to retain him. The Respondent has not violated any provisions of Industrial Disputes Act. It is denied that the Petitioner was a workman under this Respondent, since he was never appointed in VSNL. His employment does not attract the provisions of Industrial Disputes Act and not to speak of compensation. The Respondent denies that the Petitioner was retrenched. The Petitioner is trying to make out a case, as if he was retrenched from service, with an intention to get employment in a public sector undertaking through back door by raising frivolous vexatious litigation. Hence, this industrial dispute raised by the Petitioner is liable to be

dismissed as abuse of process of law. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to dismiss this industrial dispute raised by the Petitioner holding as vexatious, abuse of process of law with exemplary cost.

4. When the matter was taken up finally on 20-03-2002 for arguments, the learned counsel on either side represented that they are not ready to advance their arguments. Hence, orders were reserved to decide this matter on merits with available materials on record and the oral and documentary evidence let in on either side.

5. Subsequently, after giving notice to the counsel for other side, the learned counsel for the Respondent/Management had advanced his arguments on 21-3-2002. Then on 22-3-2002, the Petitioner filed a petition under section 11 of the Industrial Disputes Act, 1947, with the sworn affidavit stating that he is taking steps for transferring his case and requested this Tribunal to recuse from hearing his case. After taking notice of that petition, the Respondent's counsel filed a reply affidavit put forth the entire facts and has requested this Tribunal to dismiss that unnumbered petition. With a view to give an opportunity for the Petitioner for his proposed action, the case was kept pending all these days. On 22-8-2002, after giving notice on 20-8-2002 to the counsel for the Petitioner, a memo has been filed by the counsel for the Respondent/Management stating that the II Party/Management did not receive any stay order from any Court or Authority preventing this Hon'ble Tribunal from adjudicating the above matter and that even under Industrial Disputes Act, 1947 and Central Rules read thereunder, there is no provision to recuse the Industrial Tribunal from passing an Award and requested this Tribunal to proceed further and pass an Award. The unnumbered petition was taken up by this Tribunal on 23-8-2002, since the counsel for the Petitioner was given a notice for the memo dated 21-8-2002 already. As there was no representation for that Unnumbered Petition filed by the I Party/Petitioner and nothing has been produced before this Court as an order of stay of this matter by the Competent Court, that Unnumbered Petition was closed for deciding this industrial dispute, on merits, and to pass an Award on 26-8-2002, this day.

6. The point for my consideration is —

“Whether the action of the management of Videsh Sanchar Nigam Ltd. Chennai in terminating the services of Sri N. Karunakaran after rendering more than 3 years of service without following the procedure of Industrial Disputes Act, 1947 is justified? If not the workman is entitled to what relief?”

Point :—

This industrial dispute has been raised by the I Party/Workman Sri N. Karunakaran challenging the action of the II Party/Management of Videsh Sanchar Nigam Ltd. Chennai, in terminating him from service as unjustified. In support of his contention in the Claim Statement, he was examined himself as a witness WW3, apart from examining three others as WW1, WW2 and WW4. He has not filed



any document to be marked as his Exhibit in this case. On request made on behalf of the Petitioner, the documents filed as Exhibits on either side and the evidence let in on either side in I. D. No. 502/2001 has been treated as evidence in this case also. On the side of the II Party/Management, one witness has been examined and one document has been filed as an Ex.MI. It is the contention of the Petitioner/Workman that he was employed in Videsh Sanchar Nigam Ltd. Canteen from 30-04-1992 as a Casual Labour (Master Cook), due to want of persons in the canteen. It is his further contention that he was employed in the canteen run by the Company from 30-4-92 as a Casual Labourer. It is his further contention that four other casual employees Rajasekar, Gothainayagi, Nachiyar and Gurumurthy were absorbed as regular employees of VSNL by an order dated 1-4-1992 w.e.f. 1-4-1992 and that himself and another casual Sri P. Srinivasan were alone kept as casuals without regularising their service and absorbing them as permanent employees of VSNL. He would further contend in his Claim Statement that himself and one Sri P. Srinivasan were terminated on 20-11-95 on the written order by the Respondent directing to terminate their services. But the Respondent would contend in their Counter Statement that the employer and employee relationship between the Petitioner and Respondent does not arise. It is further contended that if at all the Petitioner has worked on casual basis at the VSNL Canteen as and when it required and it is not on want of persons as the canteen was already sufficiently staffed and that this Respondent is having recruitment rules and procedures laid down for recruitment and it cannot recruit persons violating those rules. It is also contended in the Counter Statement that the Government of India has directed the Respondent to absorb all those employees located in the canteen working on or before 31-3-1992 and thereafter, there was no Casual Labourers working continuously in the canteen. Though the Petitioner has alleged that he has been appointed as a Casual Labour (Master Cook) on 30-04-92, he has not filed any document in support of the same. Like that, no document has been filed by the Petitioner that he was employed so by the Canteen run by the Company from 30-4-92. In the cross examination, he has admitted that VSNL recreation club and VSNL canteen are managed by different administration. WW1 one Hashim Seit has deposed that the Petitioners Sri N. Karunakaran and Sri P. Srinivasan were working in that VSNL canteen as Casual Labourers, when he was there as a Honorary Secretary and on 31-12-94 he issued certificates to the Petitioner Sri P. Srinivasan and Sri N. Karunakaran and they are Ex. W6 and W7 respectively and it is his admission that he gave those certificates to these Petitioners for their future help and on the date he gave those certificates, he was not the Secretary of VSNL canteen, Madras and that Ex. W6 and W7 letters are in the official letter head of VSNL. In the re-examination, he has admitted that these two Petitioners who were working as Casual Labourers in the Canteen as per the direction of the department came under the Contractor as contract labourers. WW2 has deposed that there is no attendance register maintained in the canteen for Casual Labourers and that as and when Casual Labourers are required for the canteen work, the management used to get Casual

Labourers from Day-in-Day Service. The other Petitioner Sri P. Srinivasan has given evidence as WW4 that he joined in the canteen on 15-4-92 as a wash boy but he has not produced any document in support of the same. Though he has deposed that he was working as a club boy in the VSNL Recreation club from Aug., 1983 to March, 1992 and as a Wash Boy in the VSNL Canteen from 15-4-92 he has not produced any document to that effect and it is his definite evidence that on 20-11-95 when he went for work in the canteen, the Canteen Manager informed him that he was instructed to remove him from the service and for that he was not given any prior notice or compensation. In the cross examination, he has admitted that he was not given any appointment order by the Respondent/Management Videsh Sanchar Nigam Ltd. and he was not given any order of termination from service by the VSNL Management. Even as per the evidence of WW3 Sri N. Karunakaran and WW4 Sri P. Srinivasan, they have worked in the canteen from 9-4-92 and 15-4-92 respectively. It is not disputed that as per the Supreme Court judgement "persons who were working in the Canteen on 30-3-92 and prior to that date have to be made permanent". In Ex. W6 and W7 certificates also WW1 has mentioned that Sri P. Srinivasan and Sri N. Karunakaran have been working in the canteen since April, 1992. Ex. W8 is the office order dated 1-4-92. Under this office order, it is informed that the employees working in the canteen located in the offices will be treated as employees of the VSNL with effect from 1-4-92. To get the benefit of this office order, both the Petitioners Sri N. Karunakaran and Sri P. Srinivasan were not in service even as Casual Labourers in the VSNL Departmental Canteen as on 31-3-1992. Under Ex. W9 a memo dated 2-6-92 four persons mention in that memo were taken on regular employment in the VSNL w.e.f. 1-4-92. EX. MI is the xerox copy of the WW1 letter dated 18-3-94 to the Chairman and Managing Director, VSNL, Bombay, wherein he has stated that the Petitioner Sri P. Srinivasan, now a contract labourer has been inducted in the canteen as a Casual Labourer from 15-4-92 after he served as a club boy for four years and that Sri N. Karunakaran was accommodated as Casual Labour from 1-5-92. So from all these things, it is evident that these two persons cannot get the relief of permanent employment in the VSNL canteen as per the Supreme Court judgement, since they had not worked there in any capacity on 30-3-92, as per the evidence available in this case—

7- It is the contention of the Petitioner in the Claim Statement that while terminating their service, the Respondent has not followed the principles of Industrial Disputes Act and the termination is illegal for non-compliance of Section 25F of Industrial Disputes Act, 1947. It is the definite contention of the Respondent/Management that these people have never looked under the Respondent/Management as their employees and there was no employer and employee relationship between themselves and if at all they have worked, they would have been engaged on casual basis and they have not been recruited as employees under the Respondent Management as per recruitment rules and procedures laid down for recruitment. These definite averments in the

Counter Statement of the Respondent/Management has not been denied as false and to dispute that contention of the Respondent/Management, no acceptable oral or documentary evidence has been given by the said workman in this case. It is held by the Hon'ble Supreme Court in a case reported as 1981 3 SCC 225 MOHAN LAL Vs. MANAGEMENT OF BHARAT ELECTRONICS LTD. that "if immediately preceding the date of termination of service, the workman actually worked for not less than 240 days within a period of 12 months under the employer, held, he will be deemed to be in continuous service for one year under section 25B (2) (a) (ii) and therefore would be entitled to retrenchment compensation under section 25F". As per the decision of the Supreme Court, the concerned workman has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. As per that cited judgement, to avail the benefit under section 25F of the Industrial Disputes Act, 1947, the concerned workman has to establish that for the period of 12 months just preceding the date of retrenchment, he had rendered service for the period of 240 days to assume that the workman is in continuous service for the period of one year and thereby he has satisfied the eligibility qualification enacted in Section 25F. From the available evidence in this case, it is clearly seen that the concerned workman has not established with acceptable legal evidence to show that he is eligible to claim benefit under section 25F of Industrial Disputes Act, 1947.

8. In a case reported as 1970 SC 2 LLJ pg.306 RAMAKRISHNA RAMNATH Vs. PRESIDING OFFICER, LABOUR COURT, NAGPUR AND ANOTHER, the Hon'ble Supreme Court has held that "in order to entitle the applicant to the benefit of Section 25F, it was obligatory on her to show that she had worked for 240 days in each year of service for which the claim was made". That was in respect of claim made under 33(2)(c) of the Industrial Disputes Act, 1947. Here, in this case, the Petitioner has not even made an averment in the Claim Statement as well as in his evidence that he has worked for 240 days continuously immediately preceding his date of termination. In the evidence also, the concerned workman has not whispered a word with regard to the alleged termination. Even WW1 and WW2 Canteen Secretary and Canteen Manager had not deposed that these workmen were worked for a continuous period of 240 days prior to their retrenchment and absolutely there is no proof for this aspect and hence the Petitioner/Workman cannot claim a relief under section 25F of Industrial Disputes Act, 1947, as rightly contended by the learned counsel for II Party/Management. None of the witnesses have stated in their evidence that the concerned workman was ever appointed by VSNL. The certificates issued by WW3 in favour of the concerned workman under Ex. W6 and W7 respectively dated 31.12.94 cannot be relied upon by the Petitioners, because even as per his evidence, he retired from service on 30.06.94 itself and he issued those certificates after six months of his retirement. WW1, in his cross examination, has admitted that the concerned workmen were working in the VSNL canteen as contract workers and the name of the contractor at that time is Day-in-Day Service. MW1 has deposed that

all the employees who were working in the departmental canteen as on 31.3.92 were made employees of VSNL on 1.4.92 and that after making those employees permanent, there is no vacancy in the canteen and that whenever there is a vacancy as a leave vacancy of a permanent employee and whenever special occasion arises, casual employees are engaged and that they have drawn such casual employees from a service agency called Day-in-Day Service. He has positively given evidence that having verified the records, he can say that Petitioner Sri P. Srinivasan and Sri N. Karunakaran have not served for 240 days continuously within one year period and after 1993 they were engaged through Day-in-Day Service. Nothing worth considering has been elicited in the cross examination of this witness to discredit his Evidence in Chief. What that has not been pleaded has been spoken to by the Petitioners in their oral evidence as WW3 and WW4. In a case reported as 2001 (4) LLN 903 between P.M. RAJU and PRESIDING OFFICER, LABOUR COURT MADURAI AND ANOTHER the Hon'ble High Court of Madras has held that "it is very well settled that the allegation which was not pleaded and even if the evidence is adduced in that regard cannot be examined because the other side has no notice of it and if such evidence is entertained, it would tantamount to granting unfair advantage to the party, who had not pleaded his case properly". So this decision of the Hon'ble High Court of Madras is also applicable to the facts of the present case. Ex. M1 is a letter dated 18.3.94 written by WW1 to the Chairman and Managing Director, VSNL, Bombay, wherein he requested the management for inducting the original Casual Labourers, now contract labourers Sri P. Srinivasan and Sri N. Karunakaran, as permanent employees of VSNL. Writing one such letter by the then Canteen Secretary on 18.3.94 under Ex. M1 cannot vest any right on the Petitioner to claim permanent employment under the Respondent/Management. As it is decided by the Hon'ble Supreme Court in a case reported as 2001 (2) LLN 625 BRANCH MANAGER, STATE BANK OF HYDERABAD Vs. ABDUL RAHEEM AND ANOTHER "the recommendation made by the Manager to Regional Manager will not by itself conclude the question whether there is any relationship of master and servant at all". So from this, it is seen that the Petitioners, concerned employees cannot become employees of Respondent VSNL because of the Canteen Secretary had recommended them for appointment as permanent employees in the Respondent/Management under Ex. M1 in the year 1994. So, no weightage can be given for such recommendation letter, as it has been decided by the Supreme Court in the above cited case. So, on the basis of these available materials, it is seen that there is no question of termination of service of Sri N. Karunakaran by the Videsh Sanchar Nigam Ltd Chennai, the Respondent/Management herein, without following the procedures of Industrial Disputes Act, 1947. So under such circumstances, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

9. In the result, an Award is passed holding that the concerned workman Sri N. Karunakaran is not entitled for any relief. No Cost.

The Senior General Manager (SR),  
Videsh Sanchar Nigam Ltd. . . II Party/Management

**APPEARANCES:**

For the Workman : M/s. D. Hariparanthaman,  
V. Ajoy Khose & S. T.  
Varadharajulu, Advocates.

For the Management : M/s King & Partridge,  
Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No.L-40012/122/97/TR (DU) dated 17-6-1998.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 90/98. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 502/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 7-3-2001 with their respective parties and to prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel for II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed, on merits, the following :—

**AWARD**

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Videsh Sanchar Nigam Ltd., Chennai in terminating the services of Sri P. Srinivasan after rendering more than 13 years of service without following the procedure of Industrial Disputes Act, 1947 is justified? If not the workman is entitled to what relief?”

2. The averments in the Claim Statement filed by the I Party/workman Sri P. Srinivasan (hereinafter refers to as Petitioner) are briefly as follows :—

The II Party/Management Videsh Sanchar Nigam Ltd., Chennai, was earlier known as Overseas Communication Services Department and it was later incorporated as a company on 2-1-90. The Petitioner was appointed as a club boy in 1983 in Videsh Sanchar Nigam Ltd. Recreation Club and from the very inception of that club, it is run by the Respondent. The Petitioner was continued to be employed as a club boy till March, 1992 and he was lastly paid a

monthly salary of Rs. 450. His entire services for about 10 years as a club boy was without any blemish. His services were not regularised. The Petitioner was employed in the VSNL canteen as a Casual Labour due to want of persons in the canteen run by the company from 15-4-92. The Petitioner made several applications to employ him as a Group D employee and requested for his absorption to regular service. This request of the Petitioner was also recommended by the Secretary of the Club and other office bearers and higher authorities. There was Tiffin section from the inception and the Respondent started a full fledged canteen in 1983. The canteen was cent per cent subsidised by the Respondent. At the time, when the Petitioner joined the canteen, there were about 15 permanent employees and four casual employees. The four other casual employees are Rajasekar, Kothainayagi, Nachiyar and Gurumurthy. Mr. Gurumurthy and Mrs. Nachiyar joined in the canteen services just one month prior to the joining of the Petitioner in the canteen. Similarly, one other person by name Mr. Karunakaran joined as casual cook on 30.4.92. If the services of the Petitioner in the club is taken into account, he is the senior most of all permanent and casual employees. Since, both the club and canteen are directly under the control of the management, his services in club should have been taken into account and should have been regularised when other casual employees, who hardly served 15 days, were regularised w.e.f. 1-4-92. The canteen was registered with the Director of Departmental Canteens and all the employees including casuals were to be absorbed in the VSNL services by an order dated 1-4-92. As per the above order, the above said four casuals were also absorbed as regular employees of the VSNL with effect from 1-4-92. The services of Mrs. Nachiar and Mr. Gurumurthy who had hardly put in 15 days service as on 31-3-92 were regularised w.e.f. 1-4-92. Though the work done by the Petitioner was a permanent and continuous in nature, and he was continued to be employed as casual, he was not absorbed in as that of other employees. He was initially paid at the rate of Rs. 30. He was paid once in 15 days by voucher. Lastly, he was paid at the rate of Rs. 40 and paid monthly. The Petitioner has worked under the direct exclusive, and close supervision and control of the Canteen Manager and Canteen Secretary. Though the Petitioner was designated as a water boy - casual, he was involved in preparation of meals. The names of the Petitioner and one Mr. Karunakaran were recommended to be included in the permanent rolls of VSNL and their regularisation, because of their expertise in food preparation. The Petitioner assisted in the preparation of non-vegetarian items and he worked as an assistant cook. He has to prepare food as per instructions given by the Canteen Manager and the higher authorities of VSNL. Though all other employees of VSNL canteen were made permanent, the Petitioner and one Mr. Karunakaran, Master Cook in both vegetarian and non-vegetarian items were alone kept as casuals. Both the Petitioner and Karunakaran made several representations to regularise their services, and the Secretary of VSNL canteen also submitted a report that the canteen is in need of two more persons and have recommended for the absorption and regularisation of the Petitioner and Mr. Karunakaran. Only in these

circumstances, the Respondent unilaterally changed the service conditions of both the Petitioner and Mr. Karunakaran and started paying salary to the Petitioner and Karunakaran through one Day-in-Day service, the contractor. They were not given any prior notice as contemplated under section 9A of the Industrial Disputes Act, 1947 and the change effected by the management was unilateral, it is an unfair labour practice and opposed to the letter and spirit of Contract Labourer (Regulation and Abolition) Act. Merely because, the Petitioner is paid by the Day-in-Day service, which has no administrative or other control will not take away the employer and employee relationship between the Petitioner and the Respondent. Day-in-Day service never gave any order appointing the Petitioner in their service. It seems to be an inter-arrangement between the Day-in-Day service and the Respondent to bring the Petitioner under contract wage system, to which the Petitioner was not a party and the Petitioner was not put on notice. Hence, that would not affect his status as a workman under the Respondent. The Petitioner and Mr. Karunakaran were terminated on 20-11-95 only on the written order by the Respondent directing to terminate their services. Since the Petitioner insisted for regularisation, the Respondent directed termination of service. Hence, the termination is *mala fide*. Since they were illegally terminated, their names were mentioned as Casual Labour in the identity cards. The employees of Day-in-Day service have not issued any such identity cards to the Petitioner and Sri Karunakaran. The Petitioner had put in more than 480 days of continuous service, hence, his services ought to have been regularised. Terminating the Petitioner from service is against the conferment of Permanent Status Act and also it is unfair labour practice. The arrangement of paying wages through contractor was a shame nominal and camouflage arrangement by the Respondent to defeat and deny the absorption and permanency of the Petitioner and Karunakaran. Even after the above change, wages was paid only by the Respondent without obtaining any voucher or receipt. The termination of the Petitioner amounts to retrenchment. There is no valid reason for termination. The Respondent did not issue notice and pay compensation for his service rendered as per section 25F of Industrial Disputes Act, 1947. Hence, the termination is illegal, void and *ab initio*. The Petitioner's effort to secure reinstatement was not fruitful. His letter dated 9-12-95 and 24-4-96 seeking reinstatement was not replied. Therefore, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central), Chennai by his letter dated 12-8-96. As the conciliation ended in a failure, on submission of report by the conciliating authority, the Govt. has referred this dispute for adjudication by this Hon'ble Tribunal. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the non-employment of the Petitioner is not justified and direct the Respondent to reinstate the Petitioner with continuity of service, back wages and other benefits.

3. The averments in the Counter Statement filed by the II Party/Management Videsh Sanchar Nigam Ltd. (hereinafter refers to as Respondent) are briefly as follows:—

This industrial dispute is neither maintainable on facts or on law and is liable to be dismissed in limine. The VSNL Recreation Club is a club run by way of subscription from the members who are working in the VSNL and this club has nothing to do with the management of VSNL. Merely because, the members of the club are working in the VSNL, this Respondent and the club are not same entities. The Respondent has no knowledge about the alleged services rendered by the Petitioner at the VSNL Recreation Club. Therefore, the question of employer-employee relationship between the Petitioner and Respondent does not arise much less regularisation of service. The Petitioner, if at all worked on a casual basis at the VSNL canteen, as and when it required and it is not for want of persons as the canteen was already sufficiently staffed. However, his claims of making applications to employ him in VSNL and the so-called recommendations made by the Secretary of the Club are denied. Respondent is having recruitment rules and procedures laid down for recruitment and it cannot recruit persons violating those rules. The non-statutory canteen located in erstwhile Overseas Communications Services was registered under the Directorate of Canteen, Government of India has directed this Respondent to absorb all those employees located in the canteen working on or before 31-3-92. Thereafter, there was no Casual Labourers working continuously in the canteen. The Petitioner was engaged occasionally to meet the exigencies when the regular employees were on leave or absent. There is no post or vacancy and hence, the Petitioner was never engaged to any post or vacancy. The Petitioner was not identified as a workman for canteen services during that period. Since the recreation club does not come under the control of this Respondent, the question of considering the alleged services rendered at the club does not arise at all. The Respondent denies that the Petitioner was paid salary through a contractor. Since his services were purely of casual in nature, there was no requirement of this Respondent to retain him. The Respondent has not violated any provisions of Industrial Disputes Act. This Respondent has no control over any functions of other organisations as cited by the Petitioner. It is denied that the Petitioner was a workman under this Respondent, since he was never appointed in VSNL. The Petitioner's contention of having worked for 480 days of continuous service is nothing but a wild imagination. His employment does not attract the provisions of Industrial Disputes Act and not to speak of compensation. The Respondent denies that the Petitioner was retrenched. The Petitioner is trying to make out a case, as if he was retrenched from service, with an intention to get employment in a public sector undertaking through back door by raising frivolous vexatious litigation. Hence, this industrial dispute raised by the Petitioner is liable to be dismissed as abuse of process of law. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to dismiss this industrial dispute raised by the Petitioner holding as vexatious, abuse of process of law with exemplary cost.

4. When the matter was taken up finally on 20-3-2002 for arguments, the learned counsel on either side represented that they are not ready to advance their arguments. Hence, orders were reserved to decide this

matter on merits with available materials on record and the oral and documentary evidence let in on either side.

5 Subsequently, after giving notice to the counsel for other side, the learned counsel for the Respondent/Management had advanced his arguments on 21-3-2002. Then on 22-3-2002, the Petitioner filed a petition under Section 11 of the Industrial Disputes Act, 1947, with the sworn affidavit stating that he is taking steps for transferring his case and requesting this Tribunal to rescue from hearing his case. After taking notice of that petition, the respondents counsel filed a reply affidavit put forth the entire facts and has requested this Tribunal to dismiss that unnumbered petition. With a view to give an opportunity for the Petitioner for his proposed action, the case was kept pending all these days. On 22-8-2002, after giving notice on 20-8-2002 to the counsel for the Petitioner, a memo has been filed by the counsel for the Respondent/Management stating that the II Party/Management did not receive any stay order from any Court or Authority preventing this Hon'ble Tribunal from adjudicating the above matter and that even under Industrial Disputes Act, 1947 and Central Rules read thereunder, there is no provision to recuse the Industrial Tribunal from passing the Award and requested this Tribunal to proceed further and pass Award. The unnumbered petition was taken up by this Tribunal on 23-8-2002, since the counsel for the Petitioner was given a notice for the memo dated 21-8-2002 already. As there was no representation for that Unnumbered Petition filed by the I Party/Petitioner and nothing has been produced before this Court as an order of stay of this matter by the Competent Court, that Unnumbered Petition was closed for deciding this industrial dispute, on merits, and to pass an Award on 26-8-2002, this day.

6. The point for my consideration is -

"Whether the action of the management of Videsh Sanchar Nigam Ltd., Chennai in terminating the services of Sri P.Srinivasan after rendering more than 13 years of service without following the procedure of Industrial Disputes Act, 1947 is justified? If not the workman is entitled to what relief?"

**Point :—**

This industrial dispute has been raised by the I Party/Workman Sri P.Srinivasan challenging the action of the II Party/Respondent/Management of Videsh Sanchar Nigam Ltd., Chennai, in terminating him from service as unjustified. In support of his contention in the Claim Statement, he was examined himself as a witness WW4, apart from examining three others as WW1 to WW3. He has also filed 10 documents as his exhibits. On the side of the II Party/Management, one witness has been examined and one document has been filed as an Ex. M1. It is the contention of the Petitioner/Workman that he was appointed as a Club Boy in 1983 in Videsh Sanchar Nigam Ltd. Recreation Club, from the very inception of the Club which is run by the respondent and he was continued to be employed as a club boy till March, 1992 and his services were not regularised. He was employed in the canteen run by the

Company from 15-4-92 as a Casual Labourer due to want of persons in the canteen. It is his further contention that four other casual employees Rajasekar, Gothainayagi, Nachiyar and Gurumurthy were absorbed as regular employees of VSNL by an order dated 1-4-1992 w.e.f. 1-4-1992 and that himself and another casual Sri N.Karunakaran were alone kept as casuals without regularising their service and absorbing them as permanent employees of VSNL. He would further contend in his Claim Statement that himself and one Sri N.Karunakaran were terminated on 20-11-95 on the written order by the Respondent directing to terminate their services. But the Respondent would contend in their Counter Statement that the VSNL Recreation club is a club run by way of subscription from the members who are employees working in the VSNL and this club has nothing to do with the management of VSNL and the employer and employee relationship between the Petitioner and Respondent does not arise. It is further contended that if at all the Petitioner has worked on casual basis at the VSNL Canteen as and when it required and it is not on want of persons as the canteen was already sufficiently staffed and that this Respondent is having recruitment rules and procedures laid down for recruitment and it cannot recruit persons violating those rules. It is also contended in the Counter Statement that the Government of India has directed the Respondent to absorb all those employees located in the canteen working on or before 31-3-1992 and thereafter, there was no Casual Labourers working continuously in the canteen. Though the Petitioner has alleged that he has been appointed as a club boy in 1983, he has not filed any document in support of the same. Like that, no document has been filed by the Petitioner that he was employed so by the Canteen run by the Company from 15-4-92. In the cross examination, he has admitted that VSNL recreation club and VSNL canteen are managed by different administration. WW1 one Hashim Seit has deposed that the Petitioners Sri P.Srinivasan and Sri N.Karunakaran were working in that VSNL canteen as Casual Labourers, when he was there as a Honorary Secretary and on 31-12-94 he issued certificates to the Petitioner Sri P.Srinivasan and Sri N.Karunakaran and they are Ex W6 and W7 respectively and it is his admission that he gave those certificates to these Petitioners for their future help and on the date he gave those certificates, he was not the Secretary of VSNL canteen, Madras and that Ex. W6 and W7 letters are in the official letter head of VSNL. In the re-examination, he has admitted that these two Petitioners who were working as Casual Labourers in the Canteen as per the direction of the department came under the Contractor as contract labourers. WW2 has deposed that there is no attendance register maintained in the canteen for Casual Labourers and that as and when Casual Labourers are required for the canteen work, the management used to get Casual Labourers from Day-in-Day Service. The other Petitioner Sri N.Karunakaran has given evidence as WW3 that he joined in the canteen as a cook on 9-4-92 but he has not produced any document in support of the same. Though he has deposed that from 9-4-92 to 20-11-95 he was working in the canteen continuously, except the day on which he fell ill, he has not produced any document to that effect and it is his definite evidence that on 20-11-95 when he

went for work in the canteen, the Canteen Manager informed him that he was instructed to remove him from the service and for that he was not given any prior notice or compensation. In the cross examination, he has admitted that he was not given any appointment order by the Respondent/Management Videsh Sanchar Nigam Ltd. and he was not given any order of termination from service by the VSNL Management. Even as per the evidence of WW3 Sri N. Karunakaran and WW4 Sri P. Srinivasan, they have worked in the canteen from 9-4-92 and 15-4-92 respectively. It is not disputed that as per the Supreme Court judgement "persons who were working in the Canteen on 30-3-92 prior to that date have to be made permanent". In Ex. W6 and W7 certificates also WW1 has mentioned that Sri P. Srinivasan and Sri N. Karunakaran have been working in the canteen since April, 1992. Ex. W8 is the office order dated 1-4-92. Under this office order, it is informed that the employees working in the canteen located in the offices will be treated as employees of the VSNL with effect from 1-4-92. To get the benefit of this office order, both the Petitioners Sri N. Karunakaran and Sri P. Srinivasan were not in service even as Casual Labourers in the VSNL Departmental Canteen as on 31-3-1992. Under Ex. W9 a memo dated 2.6.92 four persons mentioned in that memo were taken on regular employment in the VSNL w.e.f. 1-4-92. Ex. M1 is the xerox copy of the WW1 letter dated 18-3-94 to the Chairman and Managing Director, VSNL, Bombay, wherein he has stated that the Petitioner Sri P. Srinivasan, now a contract labourer has been inducted in the canteen as a Casual Labourer from 15-4-92 after he served as a club boy for four years and that Sri N. Karunakaran was accommodated as Casual Labour from 1-5-92. So from all these things, it is evident that these two persons cannot get the relief of permanent employment in the VSNL canteen as per the Supreme Court judgement, since they had not worked there in any capacity on 30-3-92, as per the evidence available in this case.

7 It is the contention of the Petitioner in the Claim Statement that while terminating their service, the Respondent has not followed the principles of Industrial Disputes Act and the termination is illegal for non-compliance of Section 25F of Industrial Disputes Act, 1947. It is the definite contention of the Respondent/Management that these people have never worked under the Respondent/Management as their employees and there was no employer and employee relationship between themselves and if at all they have worked, they would have been engaged on casual basis and they have not been recruited as employees under the Respondent/Management as per recruitment rules and procedures laid down for recruitment. These definite averments in the Counter Statement of the Respondent/Management has not been denied as false and to dispute that contention of the Respondent/Management, no acceptable oral or documentary evidence has been given by the said workman in this case. It is held by the Hon'ble Supreme Court in a case reported as 1981 3 SCC 225 Mohan Lal Vs. Management of Bharat Electronics Ltd. that "if immediately preceding the date of termination of service, the workman actually worked for not less than 240 days

within a period of 12 months under the employer, he, he will be deemed to be in continuous service for one year under section 25B(2)(a)(ii) and, therefore, would be entitled to retrenchment compensation under section 25F". As per the decision of the Supreme Court, the concerned workman has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. As per that cited judgement, to avail the benefit under section 25F of the Industrial Disputes Act, 1947, the concerned workman has to establish that for the period of 12 months just preceding the date of retrenchment, he had rendered service for the period of 240 days to assume that the workman is in continuous service for the period of one year and thereby he has satisfied the eligibility qualification enacted in Section 25F. From the available evidence in this case, it is clearly seen that the concerned workman has not established with acceptable legal evidence to show that he is eligible to claim benefit under section 25F of Industrial Disputes Act, 1947.

8. In a case reported as 1970 SC 2 LLJ pg.306 Ramakrishna Ramnath Vs. Presiding Officer, Labour Court, Nagpur and Another, the Hon'ble Supreme Court has held that "in order to entitle the applicant to the benefit of Section 25F, it was obligatory on her to show that she had worked for 240 days in each year of service for which the claim was made". That was in respect of claim made under 33(2)(c) of the Industrial Disputes Act, 1947. Here, in this case, the Petitioner has not even made an averment in the Claim Statement as well as in his evidence that he has worked for 240 days continuously immediately preceding his date of termination. In the evidence also, the concerned workman has not whispered a word with regard to the alleged termination. Even WW1 and WW2 Canteen Secretary and Canteen Manager had not deposed that these workmen were worked for a continuous period of 240 days prior to their retrenchment and absolutely there is no proof for this aspect and hence the Petitioner/Workman cannot claim a relief under section 25F of Industrial Disputes Act, 1947, as rightly contended by the learned counsel for II Party/Management. None of the witnesses have stated in their evidence that the concerned workman was ever appointed by VSNL. The certificates issued by WW3 in favour of the concerned workman under Ex. W6 and W7 respectively dated 31-12-94 cannot be relied upon by the Petitioners, because even as per his evidence, he retired from service on 30-06-94 itself and he issued those certificates after six months of his retirement. WW1, in his cross examination, has admitted that the concerned workmen were working in the VSNL canteen as contract workers and the name of the contractor at that time is Day-in-Day Service. MW1 has deposed that all the employees who were working in the departmental canteen as on 31-3-92 were made employees of VSNL on 1-4-92 and that after making those employees permanent, there is no vacancy in the canteen and that whenever there is a vacancy as a leave vacancy of a permanent employee and whenever special occasion arises casual employees are engaged and that they have drawn such casual employees from a service agency called Day-in Day Service. He has positively given evidence that having verified the records, he can say that



Petitioner Sri P. Srinivasan and Sri N. Karunakaran have not served for 240 days continuously within one year period and after 1993 they were engaged through Day-in-Day Service. Nothing worth considering has been elicited in the cross examination of this witness to discredit his Evidence in Chief. What that has not been pleaded has been spoken to by the Petitioners in their oral evidence as WW3 and WW4. In a case reported as 2001 (4) LLN 903 between P. M. Raju and Presiding Officer, Labour Court Madurai and Another the Hon'ble High Court of Madras has held that "it is very well settled that the allegation which was not pleaded and even if the evidence is adduced in that regard cannot be examined because the other side has no notice of it and if such evidence is entertained, it would tantamount to granting unfair advantage to the party, who had not pleaded his case properly". So this decision of the Hon'ble High Court of Madras is also applicable to the facts of the present case. Ex. M1 is a letter dated 18-3-94 written by WW1 to the Chairman and Managing Director, VSNL, Bombay, wherein he requested the management for inducting the original Casual Labourers, now contract labourers Sri P. Srinivasan and Sri N. Karunakaran, as permanent employees of VSNL. Writing one such letter by the then Canteen Secretary on 18.3.94 under Ex. M1 cannot vest any right on the Petitioner to claim permanent employment under the Respondent/Management. As it is decided by the Hon'ble Supreme Court in a case reported as 2001 (2) LLN 625 Branch Manager, State Bank of Hyderabad Vs Abdul Rahcem and Another the recommendation made by the Manager to Regional Manager will not by itself conclude the question whether there is any relationship of master and servant at all". So from this it is seen that the Petitioners, concerned employees cannot become employees of Respondent VSNL because of the Canteen Secretary had recommended them for appointment as permanent employees in the Respondent/Management under Ex-M1 in the year 1994. So, no weightage can be given for such recommendation letter as it has been decided by the Supreme Court in the above cited case. So, on the basis of these available materials, it is seen that there is no question of termination of service of Sri P. Srinivasan by the Videsh Sanchar Nigam Ltd., Chennai, the Respondent/Management herein, without following the procedures of Industrial Disputes Act, 1947. So under such circumstances, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

In the result, an Award is passed holding that the concerned workman Sri P. Srinivasan is not entitled for an relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this date the 26th August, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

For the Party/Workman : WW1 Sri S.L. Hashim Sait  
WW2 Sri S Jayaraman  
WW3 Sri N. Karunakaran  
WW4 Sri P. Srinivasan

For the II Party/Management: Sri R. Sayee Kumar

Exhibits marked :—

For the I Party/Workman :—

Ex.No.	Date	Description
W1	12-08-96	Xerox copy of the 2A petition - filed before the Assistant Labour Commissioner (Central).
W2	31-10-96	Xerox copy of the reply filed by the Respondent to the claim petition filed by the Petitioner-
W3	17-06-98	Xerox copy of the reference made by Government of India to the Industrial Tribunal For adjudication.
W4	03-06-92	Xerox copy of the letter from the Secretary, Videsh Sanchar Nigam Ltd- Canteen, to the General Manager, VSNL with regard to Canteen employees structure.
W5	08-08-92	Xerox copy of the letter sent by the Secretary Canteen to General Manager, VSNL regarding Appointment of Casual Labourers.
W6	31-12-94	Service certificate issued by the Secretary, VSNL canteen to Sri P- Srinivasan-
W7	31-12-94	Service certificate issued by the Secretary, VSNL canteen to Sri N- Karunakaran-
W8	01-04-92	Xerox copy of the order of the Respondent to absorb canteen employees including the Casuals as employees of Respondent.
W9	02-06-92	Xerox copy of the order of absorption issued to four workmen by the Respondent-
W10	11-05-93	Original letter issued by the Hon. Secretary, VSNL canteen to Aavin Authorities.

For the II Party/Management:—

M1	18-03-94	Xerox copy of the letter sent by the Canteen Secretary to the Chairman & Managing Director, Videsh Sanchar Nigam Ltd. Bombay regarding Regularisation of two Casual Labourers.
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नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3104.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बाल सहयोग एक्सटेंशन सेन्टर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों



के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 68/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[सं. एल-42012/160/89-डी-2 (बी)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 2nd September, 2002

**S.O. 3104.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bal Sahyog Extension Centre and their workman, which was received by the Central Government on 02-09-2002.

[No. L-42012/160/89-D2(B)]

KULDEEP RAI VERMA, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT LUCKNOW

#### PRESENT:

RUDRESH KUMAR, Presiding Officer

I. D. No. 68/2002 (Delhi No. 51/90)

Ref. No. L-42012/160/89-D(B) Dated 2-5-90

#### BETWEEN

Shri Devi Shankar Roy, C/o Shri P.P. Tiwari, M/s. Sandhi Motor Workshop, Sarai Kalley Khan, Nizamudin, New Delhi.

#### AND

Assistant Director, Bal Sahyog Extension Service Centre, Ministry of Industry, Behind Nirula Hotel, Cannought Circus, New Delhi-110001.

#### AWARD

By order No. Ref. No. L-42012/160/89-D-2 (B) Dated 2-5-90, the Central Government the Ministry of Labour, in exercise of powers conferred by clause (d) of sub section (1) and Sub section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) referred this industrial dispute between Shri Devi Shankar Roy, C/o Shri P.P. Tiwari, M/s Sandhi Motor workshop, Sarai Kalley Khan, Nizamudin, New Delhi and Assistant Director, Bal Sahyog Extension Service Centre, Ministry of Industry, Behind Nirula Hotel, Cannought Circus, New Delhi-110001 for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, vide order No. Z-20025/54/2001-CLS-II dated 19.4.2002 the Central

Government, transferred this industrial dispute to this Tribunal for adjudication.

The reference under adjudication is reproduced:

“WHETHER THE ACTION OF THE MANAGEMENT OF BAL SAHYOG EXTN. CENTRE, M/o INDUSTRY, OPP. NIRULA HOTEL, CANNAUGHT PLACE, N. DELHI IN STOPPING SH. DEVI SHANKAR ROY W.E.F. 29.9.88 THOUGH HIS JUNIORS WERE RETAINED IN SERVICE WAS JUSTIFIED? IF NOT, TO WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

2 The case of the workman, is, that he was initially, appointed by the management on 2.3.87 as casual worker on Rs. 13.50 per day to perform manual duty of Peon/ Watchman, in the training center, under over all control of Govt. of India. Ministry of Industry, Deptt. of Industrial Development Small Industrial Service Institute. The institute is engaged in imparting technical training in various trades like Scooter repairs. Sheet Metal, General mechanics, Cutting and Tailoring and Cane and Bamboo works etc. It under takes the job work from outside at the centers and receives payments for such services rendered. The workman was engaged from time to time with artificial gaps from 2.3.87 to 29.9.88 and worked more than 240 days in 12 months. He was required to discharge duty of permanent nature. However, the management instead of regularizing his services, terminated him without making any compensation etc.

3. The management has denied that the Institute is an ‘industry’ and so, pleads that the provisions of the Industrial Dispute Act, 1947 are not applicable. It has also stated that the workman abandoned services on his own and there was no termination.

4. The parties have produced oral and documentary evidence. Association of the workman with the training institute is admitted fact. It is alleged that the workman voluntary left the services but there is no such evidence except averment in the written statement. There appears no cause to leave service and to claim the same by raising this industrial dispute. The attendance register filed by the management from October, 1987 to September, 1988 gives name of the workman as daily rated employee. The attendance register shows following working period of the workman in the preceding 12 months.

October, 1987	24 days
November, 1987	19 days
December, 1987	31 days
January, 1988	31 days
February, 1988	29 days
March, 1988	27 days
April, 1988	30 days
May, 1988	31 days
June, 1988	30 days

July, 1988      03 days  
 August, 1988    27 days  
 September, 1988 26 days  
 Total = 308 days

The total working period in the preceding twelve months comes, to 308 days, by the documents produced by the management, and there by the workman had served for continuous period as defined under Section 25-B of the Industrial Disputes Act, 1947 and so was entitled to benefit of Section 25F of the said Act. The workman has substantiated its case and has denied alleged abandonment on his own option.

5. Now, the question is whether the training center, satisfies the test of 'industry' as defined under Section 2(j) of the Industrial Disputes Act, 1947. The workman has relied on decision in *Nehru Yuva Kendra Sangathan Vs Union of India*, reported in (2001) 1 LLJ 191, of Delhi High Court. The legal propositions laid down in this case law fully applies in this case. The function of the training center was on commercial lines, accepting charges for the service rendered. There may be motive not to earn profit, but the activities were definitely commercial. The training centers, no doubt used to discharge welfare activities but such activities were not sovereign functions and so, the institute is an 'industry' within the meaning of section 2(j) of the Industrial Disputes Act, 1947. The preliminary objection is rejected.

6. The services rendered by the workman as a daily rated labour was more than 240 days in preceding 12 calendar months from the date of his termination. There was no voluntarily abandonment as pleaded by the management. The statement of the workman is trust worthy that he did not leave the services on his own but his services were terminated by oral order. The action of the management was thus, unjustified rendering his termination void.

7. Whether the relief of reinstatement can be granted after more than 13 years. In the case of *Nehru Yuva Kendra Sangathan (Supra)* the High Court considered this aspect also. In the said case the workman was a daily wage and was entitled to reinstatement. The court quantified Rs. 5000 per annum as compensation. The facts are almost similar and the principle of the compensation laid down in that case may also be adopted in the present case. Instead of reinstating the workman, the workman may be compensated by lump sum payment of Rs. 65,000 only towards full and final settlement. He is entitled to litigation cost of Rs. 10,000 also.

8. The workman is not entitled to reinstatement after such a long period and in lieu thereof is entitled to lump sum compensation for Rs. 65,000 only. He is also entitled to litigation cost of Rs. 10,000 only.

9. Award accordingly.

LUCKNOW : 26-8-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल कटिज इण्डस्ट्रीज के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 212/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[मं. एल-42012/155/99-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 212/99) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Cottage Industries and their workman, which was received by the Central Government on 02-09-2002

[No. L-42012/155/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
 TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

PRESIDING OFFICER : SHRI B.N. PANDEY

I D. No. 212/99

Mr. Wilfred William,  
 R/o 76, Nimri Colony II,  
 Ashok Vihar,  
 Delhi-110052.

workman

Versus

The Managing Director,  
 Central Cottage Industries  
 Corporation Ltd.,  
 Jawahar Vypar Bhawan,  
 Tolstoy Marg,  
 New Delhi-110001.

Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/155/99/IR (DU) dated 26-10-99 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Managing Director and the General Manager (Admn.) Central Cottage Industries Corporation Ltd., Jawahar Vypar Bhawan, New Delhi in dismissing Sh. Wilfred William Ex-Steno-Typist from services w.c.f. 16-9-96 is legal and justified? If not, to what relief he is entitled?"

2 This reference was received & registered on 3-12-99 and notice to parties for filing claim was issued for 22-2-2000. On 22-2-2000 Sh. Samual brother of the workman appeared and Shri S.K. Goel, Deputy Manager (P) for the Management appeared and case was fixed for 27-4-2000. Again only on 26-2-2001 Shri Samuel brother of the workman appeared when the P.O. was on tour and case was adjourned to 10-4-2001. On 10-4-2001 also brother of the workman appeared and application for seeking time to file claim filed by him and then case was adjourned to 1-6-2001 for filing claim. Since 1-6-2001 till today none appeared for the workman nor claim statement filed. It appears that the workman is not interested in prosecuting the case. Hence 'No Dispute Award' is given in this case leaving the parties to bear their own costs.

Dated : 26-08-2002

B N PANDEY, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सफदरजंग हॉस्पिटल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 58/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[ सं. एल-42012/76/88-डी-2(बी) ]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Safdarjung Hospital and their workman, which was received by the Central Government on 02-09-2002.

[No. L-42012/76/88-D-2(B)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT : LUCKNOW

PRESENT

Rudresh Kumar Presiding Officer

I.D. No. 58/2002 (New Delhi No. 67/89)

Ref. No. L-42012/76/88-D-2(B) dated

BETWEEN

Om Prakash through General Secretary, Hospital Employees Union, Agarwal Bhawan, G.T. Road Tis Hazari, New Delhi-110054

AND

Chief Administrative Officer, Safdarjung Hospital,  
New Delhi

#### AWARD

By order No. L-42012/76/88-D-2(B) dated nil, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub section (1) and section 2(A) of Sec. 10 I D Act. 1947 (14 of 1947) referred this industrial dispute between Om Prakash through General Secretary, Hospital Employees Union, Agarwal Bhawan, G.T. Road, Tis Hazari, New Delhi and Chief Administrative Officer, Safdarjung Hospital, New Delhi for adjudication to CGIT-cum-Labour Court, New Delhi. Later, the Central Government in the Ministry of Labour by order No. Z-200025/54/2001-CLS-II dated 19-4-2002 transferred this case to this Tribunal for adjudication

The reference under adjudication is as under :

"Whether the action of the Management of safdarjung Hospital, New Delhi is Justified in Terminating the Services of Om Prakash, Nursing Attendant, w.e.f. 27-9-86? If not to what Relief the Workman is Entitled to?"

2. Admitted facts are : that the workman, Om Prakash, was appointed on the regular post of 'Nursing Attendant' by letter No. 1-2/85-Admn. III dated 15-1-1986. Prior to his regular appointment in scale of Rs 196-3-220-EB-3-232, he had been associated with the hospital as a daily wage watchman, Nursing Orderly and Nursing Attendant. Pursuant to the appointment letter dated 15-1-1986, he joined on 21-1-86 as a Nursing Attendant and worked regularly till his services were terminated by order dated 27-9-86. The management admits termination of his services on the ground of his filing forged certificate to get this job. Aggrieved by the termination, the workman has impugned his termination as 'Nursing Attendant' w.e.f. 27-9-86.

3. In view of the admitted facts, it is necessary to discuss the evidence tendered by the parties. Photo copy of the appointment letter dated 15-1-1986 is on record. Para 3 of this letter mentions that the appointment would be further subject to :

- (i) .....
- (ii) .....
- (iii) .....
- (iv) Production of satisfactory proof of age/Educational qualification certificate/certificate from birth registration authority

4. In compliance of the above said requirement, the workman had produced photo copy of the Scholar Transfer Certificate, issued by the Principal, Adarsh Krishi Inter College, Karol (Aligarh). Subsequently, the Asstt. Admn. Officer of the Safdarjung Hospital, by letter No. P-C-IV-3762-Admn. III dated 11-8-86, desired from the District Education Officer, Aligarh, to confirm whether the said certificate was genuine and the concerned institution was recognised by the government? In reply to this letter the

District Inspector of School, Aligarh, by its letter No. TC/2787/86-87 dated 9-9-86 informed that the matter was got verified and was found that on Sl. No. 3012, none in the name of Om Prakash S/o Brijlal was admitted in the college. Counter signature on the Transfer Certificate was also denied. The management on the basis of said report received from Aligarh, dispensed with the services of the workman by order dated 27-9-86. A number of points have been raised by the workman that he had worked in various capacity before his appointment on 21-1-86, as a daily wager, and so he was entitled to benefit of section 25-F of the I.D. Act. Also, no enquiry under the departmental rules, were made and so, the termination is illegal.

5 Once the workman was appointed against a regular vacancy on 21-1-86, his past services rendered as daily wager prior to this date, eclipsed for purposes of future contract of service. The reference, is, confined to his termination dated 27-9-86, as a Nursing Attendant, which he joined in pursuance to the appointment letter dated 15-1-86, on 21-1-86. This appointment letter dated 15-1-86, specifically, mentions that his appointment would be subject to his educational qualification etc. Since his educational qualification was found forged, as such, his appointment was rightly treated 'non-est' appointment. The workman did not place any material before the tribunal to prove genuineness of the certificate filed by him. There was no scope of any departmental enquiry in this matter, as the submission of genuine certificate was condition precedent to the appointment. Non-submission or submission of a fraudulent certificate invalidated the appointment itself. However, the workman should have been given opportunity to dispute the letter received from the Asstt. District Inspector of School, Aligarh, which found basis of his termination. The management was under obligation to get the facts verified and rightly sent the certificate filed by the workman to the District Inspector of School for verification. However, on receipt of the reply that the certificate was not genuine and also, counter signature was forged, it was imperative for the management to have required from the workman to explain the facts. He was not associated in the verification process at any point of time, before termination of the service and this action of the management was against the rule of natural justice. Accordingly, the termination order can be sustained only, if the workman succeed in proving genuineness of the certificate. The workman cannot be given relief of reinstatement, so long the certificate filed by him is not proved to be genuine and appointment not based on forged certificate.

6. As such, the award is as under :

- (i) that the workman would submit original Scholar Transfer Certificate or in case such certificate is not available, all proofs available with him to substantiate genuineness of the said certificate within two months from the date of notification of this award;
- (ii) that the management, after receiving the certificate or proofs as per para (i) appoint an officer to verify the facts afresh associating the workman; and

- (iii) that in the event the certificate filed by the workman found genuine in the verificatory enquiry, he would be treated reinstated with all service benefits, including back wages.

LUCKNOW:

Dated : 26-08-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3107.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली मिल्क स्कीम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 50/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[सं. एल-42012/37/81-डी-II(बी)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

S.O. 3107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Delhi Milk Scheme and their workman, which was received by the Central Government on 02-09-2002.

[No. L-42012/37/81-D-II(B)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT : LUCKNOW

PRESENT

RUDRESH KUMAR

PRESIDING OFFICER

I.D. No. 50/2002 (New Delhi No. 95/88)

Ref. No. L-42012/37/81-D-II (B) dated 1-9-88

BETWEEN

The Office Secretary, Central Dairy Mazdoor Sangh, H.  
No. IB 97, Single Storey, Ramesh Nagar, New Delhi

AND

The General Manager, Delhi Milk Scheme, West Patel  
Nagar, New Delhi

AWARD

By order No. L-42012/37/81-D-II (B) dated 1-9-88, the  
Central Government in the Ministry of Labour, in exercise

of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Sec. 10 of the I.D. Act. 1947 (14 of 1947) referred this industrial dispute between the Office Secretary, Central Dairy Mazdoor Sangh, H. No. JB 97, Single Storey, Ramesh Nagar, New Delhi and the General Manager, Delhi Milk Scheme, West Patel Nagar, New Delhi for adjudication to CGIT-cum-Labour Court, New Delhi. Later, the Central Government in the Ministry of Labour by order No. Z-200025/54/2001-CLS-II dated 19-4-2002 transferred this case to this Tribunal for adjudication.

The reference under adjudication is as under :

“Whether Satya Kam, Employed as a Hindi Teacher in Delhi Milk Scheme with effect from 2-9-1963 is a workman under the I.D. Act? If yes, whether the action of the Management of Delhi Milk Scheme in denying him the difference of wages of the post of Hindi Teacher and Hindi Translator for the period from 1-1-64 to 17-3-1971 and again from 1-6-1971 to 30-6-1971 is justified? If not, to what relief the Employee concerned is entitled?”

2. The reference may be classified in two parts: firstly, whether the workman Mr. Satyakam, employed as Hindi Teacher in Delhi Milk Scheme w.e.f. 2-9-63 is ‘workman’ under the I.D. Act. In the event, he enjoyed status of the workman, the second part of the reference will require adjudication, whether he was entitled to difference of wages of the post of Hindi Teacher and the Hindi Translator, for the period from 1-1-64 to 17-3-71 and again from 1-6-71 to 30-6-71. Mr. Satyakam was initially inducted in the year 1963 as Hindi Teacher in Delhi Milk Scheme, a subordinate office, in the Department of Agriculture, Ministry of Agriculture and Cooperative, Govt. of India, New Delhi. At that time, there was no post of Hindi Translator, in Delhi Milk Scheme. Later, the work of Hindi Teacher, was transferred from Delhi Milk Scheme, but his services were retained. Though there was no sanctioned post of Hindi Translator, the management, instead of dispensing of his services, utilised thus for Hindi translation. The management moved for creation of post and admittedly, the said post was created w.e.f. 30-6-1971 and the workman was appointed over the said post, later, he was promoted as “Hindi Officer” and retired from the said post.

3. Before entering into merit of the case, the fact, that the workman, was promoted as a ‘Hindi Officer’ in Delhi Milk Scheme w.e.f. 4-5-79, i.e. before raising this industrial dispute and also reference to this Tribunal on 1-9-88. As he was not holding the post of Hindi Translator but ‘Hindi Officer’, a Gazatted post, w.e.f. 4-5-79 and so whether was he ‘workman’ under section 2(s) of the I.D. Act? The other fact, that he raised an industrial dispute in L.C. 70/76 before the Presiding Officer, CGIT-cum-Labour Court, New Delhi, for the same cause of action, which was decided against him on 21-8-80. The copy of judgement of Mr. N.L. Kakkar, Presiding Officer, CGIT-cum-Labour Court, New Delhi, is on record. Issue No. 3, in L.C.A. 7/76, is substantially, the same sought to be adjudicated in the present industrial dispute. The Learned Labour Court answered the claim of the workman, in negative, holding that he was not entitled to difference of wages between the

post of the Hindi Teacher and Hindi Translator.

4. The workman was promoted w.e.f. 4-5-79 and admittedly, was a gazetted officer. No material is available, that he, as a gazetted officer, was not having any subordinate staff under him and was not exercising supervisory functions. This fact is concealed in the statement of claim. Being a gazetted officer, his status can not be that of a “workman” under section 2(s) of the I.D. Act. He was not entitled to raise the present industrial dispute. Reference No. 1, is thus, decided against the workman. The onus was him to prove that even after holding the charge of gazetted officer, he continued to be workman, on the date of the reference, entitled to raise present dispute. The reference is not maintainable.

5. This case is pending for more than a decade, so, it would be appropriate to have glance over the facts also. His very claim of difference of emoluments was examined in L.C.A. 70/76 and was decided against him. The labour court did not decide the case on technical issue, but framed specific issues and discussed the evidence. It concluded that the workman was not entitled to difference of wages. The findings of the said court finally resolved the dispute. There was no ‘existing’ or apprehended dispute to be raised under section 12 or 10 of the I.D. Act, 1947, after final resolution of claim on merit by the Labour Court, in L.C.A. No. 76/70 on 21-8-1980. The reference, is thus, bad in law.

6. Also, there is no material on record before this tribunal to indicate that there was adequate work of translation to warrant full time work for a Hindi Translator. Had it been so, the Central Govt. could have created the post earlier. This tribunal cannot base its finding on assumption of adequate work, prior to the date of sanction of the post. It was for the workman to prove the quantum of work done by him, justified the post and related pay. Accordingly, the claim has no substance on merit also. The action of the management in denying difference of wages of the post of Hindi Teacher and Hindi Translator for the period from 1-1-1964 to 17-3-1971 and again from 1-6-1971 to 30-6-1971 is justified. The workman is not entitled to any relief.

LUCKNOW : 26-8-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2002

का. आ. 3108.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 69/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[ सं. एल-42011/35/88-डी-2(बी) ]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 2nd September, 2002

**S.O. 3108.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.P.W.D. and their workman, which was received by the Central Government on 02-09-2002.

[No. L-42011/35/88-D 2(B)]

KULDIP RAI VERMA, Desk Officer

# **ANNEXURE**

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, LUCKNOW

## **PRESENT**

RUDRESH KUMAR

PRESIDING OFFICER

I.D. No. 69/2002 (Delhi No. 134/89)

Ref. No. L-42011/35/88-D 2-(B) Dated: Nil

## **BETWEEN**

The General Secretary, CPWD Mazdoor Union, E-26 (Old  
Quarters) Raja Bazar, D.I.Z. Area, Baba Kharak Singh  
Marg, New Delhi-110001

## **AND**

Director General, Works, C.P.W.D. Nirman Bhawan, New  
Delhi-110001

## **AWARD**

By order No. Ref. No. L-42011/35/88-D2-(B) Dated : Nil, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section 1 and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, CPWD Mazdoor Union, E-26 (Old Quarters) Raja Bazar, D.I.Z. Area, Baba Kharak Singh Marg, New Delhi-110001 and the Director General, Works, C.P.W.D. Nirman Bhawan, New Delhi-10001 for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, vide order No. Z-20025/54/2001-CLS-II dated 19-4-2002 the Central Government, transferred this industrial dispute to this Tribunal for adjudication.

The reference under adjudication is reproduced :

"Whether the C.P.W.D. Administration were justified in denying jobs to their workmen on 30th June, 1987 and thereafter, i.e. after calling off the strike if not, to what relief the workmen are entitled?"

2. The reference order pertains to denial of jobs to their workmen by the administration of Central Public Works Department in 30-6-87 and thereafter. It must be noted that the reference does not enclosed list of such workmen, denied jobs. In absence of any schedule of such workmen,

the reference is vague. The union is merely a representative of the workmen. It must have disclosed the identity of the workmen whose cause have been espoused. This point has been taken by the management in its written statement, also, as a preliminary objection. Only after raising of this points, the union submitted a list of 146 person. Later, some ambiguity noticed at the stage of the evidence which remained unaddressed. The reference is defective and not maintainable on this count.

3. For sake of convenience, relevant facts may be given. The C.P.W.D. Mazdoor Union served a strike notice under the provisions of I.D. Act to the management of the Central Public Works Department, for going on indefinite strike from 23-6-87, to press and achieve seven charter of demands, mostly pertaining to the non-implementation of memorandum of settlement during conciliation. The said strike was called off in night of 29-6-87 and call was given by union to all its members through out the country to resume duty. The management of the Central Public Works Deptt. Issued an order vide Memorandum No. 45(1)/87-EC.X(Pt.I) dated 29/30-6-87 in regards to the status of the various categories of employees as follow :

- (a) For the period the workers were absent from duty due to strike, no pay admissible;
- (b) Services of all muster roll workers remaining absent till 30-6-87 due to strike to be terminated with effect from 1st July, 1987; and
- (c) Regular/workcharged establishment workers absent from duty due to strike liable for break in service for the period of absence.

It is undenied that issued regarding work charged and regular employees were resolved in light of decision of the Arbitration case under section 33 (A) of the I.D. Act, 1947, on 21-8-87. The dispute remained only regarding the muster roll employees. Though the statement of claim is not categorical but from the subsequent affidavits and submissions before this Tribunal, it can be gathered that the dispute to be resolved by this tribunal, is confined to the muster roll workers, who allegedly participated in the strike and were denied jobs on their not joining on 30-6-87.

4. The management has denied the claim stating, initially, only those muster roll workmen who participated in the illegal strike and who did not report for duty on 30-6-87 were not taken back in service. In respect of these workmen, also the petitioner union had submitted a request to the Central Public Works Deptt. For their reinstatement which was considered sympathetically and it was decided to take back all such workmen on the muster roll with the condition that no wages would be admissible for the period of strike and also for the subsequent period till resumption of duty. According to management only such of the daily rates workers who were involved in the criminal cases in sabotage and rowdism were not taken on the jobs. This averment of the management was not specifically denied by the workmen.

5. It is not specified as which were the workmen remained out of employment even after reconsideration by the management in providing jobs to the muster roll workers. The reference is specific about denying jobs to the muster roll workers, on which the management has stated that the jobs were provided to all those, muster roll workmen except those involved in criminal cases and rowdyism. This proceeding is pending for the more than 12 years but there is nothing on record to identify those workmen involved in criminal activities or rowdyism, and denied jobs. In absence of particulars of the aggrieved workmen, it is not feasible to adjudicate their causes.

6. The reference is vague and not maintainable. Without adjudicating on merit, it is returned as 'No claim Award'.

LUCKNOW: 26-8-2002

RUDRESH KUMAR Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3109.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.एस.एल. प्रोजेक्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़ के पंचाट (संदर्भ संख्या 47/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-2002 को प्राप्त हुआ था।

[सं. एल-42011/8/92-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 3rd September, 2002

S.O. 3109.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/93) of the Central Government Industrial Tribunal/Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BSL Project and their workman, which was received by the Central Government on 3-9-2002.

[No. L-42011/8/92-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL—CUM—  
LABOUR COURT, CHANDIGARH.

Case No. ID 47/93

PRESIDING OFFICER: SHRI S.M. GOEL

Shri Dhani Ram, General Secretary, BSL Project  
Mazdoor Ekta Union, S-1/51, Sundernagar, District  
Mandi.

.... Applicants

Versus

Chief Engineer, BSL Project, Sundernagar (HP)  
.... Respondent

#### APPEARANCES

For the Workmen : Shri Dhani Ram

For the Management : Shri D. L. Sharma with  
Shri Sandeep Chopra

#### AWARD

(Passed on 23/8/2002)

The Central Govt. vide Gazette Notification No. L-42011/8/92-IR(DU) dated 19th of March 1993 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of BSL Sundernagar (HP) in not awarding the pay scales of Rs. 400-600 instead of 325-495 to the three Lab Attendants, namely Sh. Kashmir Singh, Ex. T. No. 68-T, Roshan Bal Ex. T. No. 25-T and Shri Bishan Dass Ex. T. No. 48-T is justified? If not what relief the workmen concerned are entitled to?"

2. The Union in the claim statement has pleaded that above three applicants were employed in BSL Project as Lab Attendant and they were allowed the pay scale on the pattern of Punjab Irrigation Wing i.e. 325-495 instead of Rs. 400-600. The Punjab Govt. has allowed the pay scale of Rs. 400-600 w.e.f. 1-1-1978 but this scale was not adopted by the management and doctrine of equal pay for equal work has not been implemented by the management. It is also pleaded that seven workmen were allowed the pay scale who are working in the BBMB but earlier they were the employees of the BCB. It is thus prayed that the applicants be allowed the pay scale of Rs. 400-600 w.e.f. 1-1-1978 alongwith arrears and other benefits.

3. In the written statement the stand taken by the management is that the applicants were earlier retrenched from the BCB and they have already received the benefits of retrenchment from BCB and the claim pertains to the year 1978 to 1981 and the pay scale of Rs. 400-600 can not be allowed to them unless it is adopted by the BCB. It is also pleaded that they can not take the benefit of pay scale in the other organisation which was wound up in the year 1985 and as per General Manager Beas Project letter dated 19-1-1981 the scale mentioned at Sr. No. 32 of Laboratory Attendant was revised from 90-140 to 325-495 w.e.f. 1-1-1978. Thus these applicants now have no right to claim the pay scale of Rs. 400-600 w.e.f. 1-1-1978 and the reference deserves dismissal.

4. In evidence, the applicant produced Shri Roshan Lal who filed his affidavit Ex. W1 and also documents Ex. W2 to W6. He has admitted in cross-examination that he had opted to the pay scale of Rs. 325-495 vide document Ex. M1 and other co-applicants also given their option on Ex. M2 and M3. He has also admitted that BCB and BBMB are two different organisations and BBMB has given the pay scale of Rs. 400-600 to its Lab Attendants. In rebuttal the management produced Shri Surinder Kumar Clerk as MW1 who filed his affidavit Ex. M4 and he also filed documents. Ex. M5 and M6.

5. I have heard the learned representatives of both the parties and have gone through the evidence and record

of the case. The rep. of the workman has argued that similar situated employees in the BBMB have been given the pay scale of Rs. 400-600 whereas the applicants were given the pay scale of 325-495 w.e.f. 1-1-1978 and the applicants were also entitled to this scale. It is admitted case of the parties that these applicants were retrenched from the BCB and they were getting the pay scale of Rs. 325-495 w.e.f. 1-1-1978 and they have received their terminal benefits at the time of retrenchment. It is also admitted by the applicant that he gave his option to the acceptance of this pay scale vide letter Ex. M1 and other two applicants have also given their option vide Ex. M2 and M3. It is also admitted by the witness of the applicant that BCB and BBMB are two different organisations. It is nowhere proved by the applicants that the pay scale of Rs. 400-600 for the lab attendant was opted by the BCB on the pattern of the Punjab Government. Thus when the scale of Rs. 400-600 was not adopted by the BCB it cannot automatically be made applicable on the BCB unless it is adopted by the BCB. Bhakra Beas Management Board was different organisation and the pay scales applicable to other organisation can not be made applicable. It would be discriminatory if this pay scale of Rs. 400-600 was applicable in the BCB and the applicants were not allowed that scale. But BBMB being different organisation, its pay scale are not automatically made applicable to the other organisation without adoption of the same. Thus the applicants have failed to prove their case and I find no merit in the reference of the applicants and the same is returned against the applicant, and the applicants are not entitled to any relief. The reference is answered accordingly. Central Govt. be informed.

CHANDIGARH : 23-8-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3110.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल जूलॉजिकल पार्क के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुसंधान में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम लखनऊ के पंचाट (संदर्भ संख्या 75/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-2002 को प्राप्त हुआ था।

[सं. एल-42011/40/88-डी-2(बी)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 3rd September, 2002

S.O. 3110.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Zoological Park and their workman, which was received by the Central Government on 3-9-2002.

[No. L-42011/40/88-D-2(B)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT

RUDRESH KUMAR

-PRESIDING OFFICER

I.D. No. 75/2002 (New Delhi No. 40/90)

Ref. No. L-42011/40/88-D-2(B) Dated-Nil

Between

General Secretary, National Zoo Workers Union National  
Zoological Park, Mathura Road, New Delhi

And

Director National Zoological Park, Mathura Road, New  
Delhi

## AWARD

By order No. L-42011/40/88-D-2(B) Dated nil, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and section 2(A) of Section 10 of the I. D. Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, National Zoo Workers Union, National Zoological Park, Mathura Road, New Delhi and the Director, National Zoological Park, Mathura Road, New Delhi for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, the Central Government in the Ministry of Labour, by order No. Z-200025/54/2001-CLS-II dated 19-4-2002 transferred this case to this Tribunal for adjudication.

The reference under adjudication are as under :

(1) "WHETHER THE DEMAND OF THE UNION FOR THE PAYMENT OF RISK ALLOWANCE IN RESPECT OF ALL THE REMAINING CATEGORIES OF EMPLOYEES OF ZOOLOGICAL PARK IS JUSTIFIED? IF SO, TO WHAT RELIEF THEY ARE ENTITLED?"

(2) "WHETHER THE DEMAND OF THE UNION FOR GRANTING THE HIGHER PAY SCALE OF RS. 540-1400 TO THE MAHOUTS AND RS. 950-1500 TO THE COOKS, IS JUSTIFIED? IF SO, FROM WHICH DATE?"

2. In short : The National Zoo Workers Union, through its President, has raised this industrial dispute seeking risk allowance in respect of all categories of employees of Zoological Park and further higher pay scale of Rs. 950-1400 to Mahouts and Rs. 950-1500 to the Cooks. Reference No. 2 pertain to the demand of the Union for granting higher pay scales to Mahouts and Cooks. This industrial dispute was raised more than 12 years earlier and the reference was also made in the year 1990. The workman failed to clarify whether the relief of higher pay scales to Mahouts and Cook is still pending after implementation of Vth Pay Commission report as accepted by the Central Government. On 18-7-2002, both the parties



orally informed to the Tribunal that the dispute as regards pay stood resolved in view of implementation of Vth Pay Commission report and as such, the parties advanced argument on Reference No. 1 only.

3. From perusal of the case file, it is clear that the representative union did not seek amendment in the statement of claim after the recommendation of the Vth Pay Commission was implemented by the management. The old scales shown in the statement of claim do not exist at present. The anomaly, if any, stood resolved and the Reference No. 2 has since become redundant so needs no adjudication.

Reference No. 2 :—

4. The main demand of the representative union, is, for grant of 'risk allowance' to all remaining categories of employees of Zoological Park, the only Zoo managed by the Central Government. It is stated that 85% employees of the Zoo are in Group 'D' and are the back bone of the administration. The 'risk allowance' is granted to some of categories of the employees, on the basis of exposure to greater hazard, in their workings. The statement of claim identifies remaining categories, not getting risk allowance, as Mallis, workmen in Store, Attendants, Gangman and Chowkidars. The union has pleaded that 'risk' does not mean physical risk of animals etc., but also the risk of contacting infectious diseases like T.B, allergies, Skin diseases, tetanus etc. by coming into contact frequently with animals, their enclosures and their droppings. In para 10 of the statement of claim, it is stated that the management of National Zoological Park is not averse in granting 'risk allowance' to all its workmen and recommended so before the Regional Labour Commissioner (C), Ministry of Labour, Govt. of India in conciliation proceedings. However, this demand was rejected by the Ministry of Finance, not agreeing that hazards are involved in working, inside the Zoo area. It is pleaded that 'risk allowance' should be granted to each category of the employees, including the employees identified in the statement of claim.

5. The management has denied claim of the union and has pleaded that the 'risk allowance' was made admissible to those categories of employees, whose duties involve greater hazards or whose health is liable to be adversely effected over long period of time, because of the particular avocation. This allowance was granted by the IVth Central Pay Commission after evaluating the various factors as expert body. The principles were also laid down by the Central Government that only those employees exposed to greater risk, are entitled to the 'risk allowance'. The categories identified for 'risk allowance' are, Gangman working in sanitation, Attendants in workshop and Animal section, Asstt. Keeper, Mahouts, Zoo Keeper, Biological Assistant, Black Smith and Carpenter. It is pleaded that Mallis, workmen in Store, Attendants and Gangman working in general category and Chowkidars, were not granted 'risk allowance' as they are not involved in duties involving greater hazards, or whose health is liable to be effected over a long period of time. The management has also categorised workings of such categories of employees, not being paid 'risk allowance' in para 6 of the statement of

defence. It is specifically denied that the Mallis, workmen in Store, Attendant, Gangman and Chowkidars are exposed to greater health hazards. Such employees are never asked to work with animals kept in captivity.

6. The demand of the union for grant of 'risk allowance, to mallis and others, is required to be seen whether such categories of employees, are involved in works with greater hazards. As is clear from the proceedings, the risk allowance was made admissible on recommendation of the IVth Central Pay Commission. There is no material except averments that Mallis and other such categories of employees perform same nature of duties as those paid 'risk allowance'. The demand was examined by the Ministry of Finance and was rejected. The 'risk allowance' is admissible on the basis of greater hazards involved in the working. Mills and those not being paid 'risk allowance' work in general side of the Zoo for up-keep and maintenance of the Zoo and such duties are also performed in other establishments. It is not 'health hazard' but 'greater health hazards', is, the basis for grant of 'risk allowance'. Unless it is proved by cogent evidence that particular category of employees work in such area or in proximity of the animals in Zoo, which causes greater hazards, they are not entitled to 'risk allowance'. The management after due evaluation of the works had identified categories of workmen exposed to greater hazards. This issue was considered by the IVth Central Pay Commission also and in pursuant to its recommendation the Govt. of India, Deptt. of Personal, permitted grant of 'risk allowance' to the employees vide office memorandum dated 19-8-88. It is identified the staff exposed to risk in employment, viz. (a) those engaged in duties involving greater hazards are whose health is liable to be adversely effected progressively over long period of time because of the particular avocation; and (b) Sweepers, Safaiwalas engaged in cleaning of underground drains, sewer lines, those working in trenching ground and infectious hospitals. The categories of the workmen for whom demand of risks allowance is made, do not fall in the identified categories as above. This tribunal on the basis of statement of claim alone, without evaluating sufficient materials, is, unable to convince itself that nature of duties of those paid risk allowance and those not paid are similar. The evidence tendered by the Union do not make out a case of granting of 'risk allowance' to Mallis, workmen in Store, Attendants, Gangman and Chowkidars.

7. Accordingly, reference No. 2 is adjudicated against the workmen. They are not entitled to any relief.

LUCKNOW : 27-8-2002.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3111.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 66/94)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-2002 को प्राप्त हुआ था।

[ सं. एल-42012/22/93-आई.आर.(डी.यू.) ]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 3rd September, 2002

**S.O. 3111.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/94) of the Central Government Industrial Tribunal/Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 3/9/2002.

[No L-42012/22/93-IR-(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, CHANDIGARH

Presiding Officer : SHRI S.M. GOEL

ID 66/94

Devi Ram son of Shri Dharu Ram C/o  
Shri Dharu Ram General Secretary, BSL Project  
Mazdoor Ekta Union, S2/773 Sundernagar,  
District Mandi (HP) ....Applicant

Versus

Executive Engineer, Slapper Division, BBMB  
Slapper, District Mandi (H.P.) ....Respondent

#### APPEARANCES

For the applicant : Shri Dhani Ram  
For the management : Shri D L. Sharma with  
Sandeep Chopra

#### AWARD

(passed on 20-8-2002)

The Central Govt. vide No. L-42012/22/93-IR(DU) dated 2nd August 1994 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of Executive Engg. BBMB Slapper Division in terminating the services of Shri Devi Ram Son of Dharu Ram w.e.f. 1-7-92 is legal and justified? If not, to what relief the workman is entitled to and from which date?”

2. The applicant in the claim statement has pleaded that he was appointed on 17-2-1989 on daily wage basis as mason and his services were terminated by the management on 1-7-1992 without any enquiry and without payment of any retrenchment compensation. Thus the management has violated the mandatory provisions of Section 25-F of the I.D. Act 1947. It is prayed that he be ordered to be reinstated in service with full backwages.

3. In written statement the management has pleaded that the applicant was appointed on daily wage mason w.e.f. 17-2-1989 to 31-3-1990 from time to time and he has not put in 240 days of continuous service in 12 calendar months before his disengagement w.e.f. 31-3-1990. Due to the statement of the Executive Engineer, the applicant was given the seniority and even the applicant has not completed 240 days of service in one calendar year prior to the date of termination i.e. 1-7-1992. Even after this date i.e. 1-7-1992, the applicant was serving the management and he was engaged from 21-11-1990 to 25-6-1991, 20-11-1991 to 30-6-1992, 18-11-1992 to 31-12-1992 and 5-3-1993 to 31-3-1993. It is prayed by the management that there is no merit in the reference and the same be dismissed.

4. Replication was also filed by the applicant reiterating the claim made in the claim statement.

5. The applicant filed his affidavit in evidence but he has not appeared for cross-examination on his affidavit. The management in evidence produced Shri M.L. Mehta as MW1 who filed his affidavit Ex. M1 and documents Ex. M2 and M3.

I have heard the learned representative of the parties and have gone through the evidence and record of the case. The learned representative of the management has drawn my attention to the document Ex. M3 the attendance record of the applicant from 7/91 to 6/92 which shows that during the period from 7/91 to 6/92 he worked only for 174 days and he has not put in more than 240 days of service in one calendar year prior to the date of termination of service i.e. 1-7-1992. It is not shown by the applicant that he has worked for more than 240 days of service during more this period. Thus it does not attract the provisions of Section 25-F of the I.D. Act 1947 and the management was not under any legal obligation to comply with the provisions of Section 25-F of the I.D. Act 1947. Similarly the management has not violated the provisions of Section 25-H of the I.D. Act 1947 as even after his alleged date of termination i.e. 1-7-1992 the applicant was reengaged by the management for the dates from 18-11-1992 to 31-12-1992 and from 5-3-1993 to 31-3-1993. Thus, in my considered opinion, there is no merit in the reference and the same is returned against the applicant. Reference is answered accordingly. Central Govt. be informed.

Chandigarh : 20-8-2002

S.M. GOEL, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

**का.आ. 3112.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या एल. सी. आई. डी.-209/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-2002 को प्राप्त हुआ था।

[ सं. एल-40025/12/2002-आई.आर.(डी.यू.) ]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 3rd September, 2002

**S.O. 3112.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. LCID. 209/2001) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom. Deptt. and their workman, which was received by the Central Government on 3/9/2002.

[No. L-420025/12/2002-IR-DU]]

KULDIP RAI VERMA, Desk Officer  
**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present

**Shri E. ISMAIL**

Presiding Officer

Dated 15th July, 2002

Industrial dispute No. L.C.I.D. 209/2001

**(Old I.D. No. 4/99 transferred from Industrial Tribunal  
cum Labour Court Warangal)**

Between :

Sri B. Ravinder,  
C/o P. Surender Kumar,  
Advocate, Padmakshi Colony,  
Hanamkonda. . . . . Petitioner  
AND

1 The Telecom District Manager,  
Warangal.  
2 The General Manager,  
Telecom Department,  
Warangal. . . . . Respondents

**APPEARANCES.**

For the Petitioner : Sri P. Surender Kumar, Advocate

For the Respondent : Sri M. Sada Sivudu, Advocate

**AWARD**

This case I.D. No. 4/99 is transferred from Industrial Tribunal-cum-Labour Court, Warangal in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IRC(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 209/2001. This is a case taken under Sec. 2A (2) of the I.D. Act, 1947 in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2 In spite of several adjournments given from 22-2-2002 for enquiry adjournments including 15-7-2002, the petitioner has not turned-out in spite of several adjournments and the petitioner has failed to produce any evidence in support of his claim. Therefore, the reference is ordered against the petitioner and it is held that the petitioner is not entitled for any relief.

Accordingly a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 15th day of July, 2002.

E ISMAIL, Presiding Officer.

**Appendix of evidence**

Witnesses examined  
for the Petitioner.

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 सितम्बर, 2002

का.आ. 3113.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता टेलीफोन्स के प्रबंधन के संबंध में संयुक्त नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचाट (संदर्भ संख्या 6/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2002 को प्राप्त हुआ था।

[ सं. एल-40012/28/95-आई.आर.(डी.यू.) ]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 6th September, 2002

**S.O. 3113.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/96) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Calcutta Telephones and their workman, which was received by the Central Government on 6/9/2002.

[No. L-40012/28/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT KOLKATA**

Reference No. 06 of 1996

**PARTIES:**

Employers in relation to the management of Calcutta  
Telephones

AND

Their workmen

**PRESENT:**

Mr. Justice Bharat Prasad Sharma . . . . . Presiding  
Officer

**APPEARANCE:**

On behalf of  
Management : Mr. T. Chowdhury, Advocate

On behalf of  
workman : Mr. M.S. Dutta, Advocate.

State : West Bengal.

Industry : Telephones.

Dated : 28th August, 2002.

### AWARD

By Order No. L-40012/28/95-IR(DU) dated 27th March, 1996 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Calcutta Telephones in terminating the services of Shri Pradip Roy is justified ? If not, to what relief the workman is entitled ?”

2. The present reference has been made on the basis of the industrial dispute raised by one Pradip Roy a workman of Calcutta Telephones who was removed from service without observing the formalities required under the Industrial Disputes Act, 1947.

3. From the written statement filed on behalf of the workman it appears that he was appointed as a casual worker in the Calcutta Telephones and he joined on 24-10-1991 to do perennial nature of job similar to that of permanent workman. He was, however, attached to the office of S.D.O.P. of 36 Exchange, Ultadanga Sub-division of Calcutta Telephones. According to the workman from the date of his appointment he was working under the Company with full satisfaction of his superiors and he possessed a clean and meritorious service of about 3 years with the Company. It is further stated that all on a sudden in unceremonious manner, his service was verbally terminated with effect from 06-04-1994 without assigning any reason and in contravention of mandatory provisions of Section 25F of the Industrial Disputes Act, 1947. According to the workman all along during the period of his service, he worked continuously and performed perennial nature of job under the direct control and supervision of the concerned JTOs of the Company. According to him the action of the Company in terminating his service by verbal order was a ‘retrenchment’ within the meaning of Section 2(oo) of the Industrial Disputes Act and since the Company failed to pay retrenchment compensation or notice pay in lieu of notice as provided under Section 25F of the Act and since the workman had completed 240 days of work preceding his retrenchment, the action of the Company was invalid and inoperative as held by their Lordships of the Hon’ble Supreme Court in several cases. It is stated that it is settled position of law that the requirement prescribed in Section 25F of the Act is a ‘condition precedent’ to retrenchment of a workman and failure to comply with the provisions of the Act would render the retrenchment invalid, inoperative and void in the eye of law and it is also further stated that the concerned workman should be deemed to be in continuous service and he is entitled to reinstatement with full back wages. It is also further stated that after the termination of service the concerned workman made several verbal representative to the Company and to the concerned S.D.O.P., who, admitting his claim to be genuine, expressed his inability to reinstate the workman in service. It is further stated that the workman had to sign attendance register of attending office on every working day and wages were paid to him on the basis of attendance register and through vouchers, namely, ACG-17 vouchers. According to him he had to sign

those vouchers for payment every month. It is also further stated that all documents in connection with the service including the attendance register and ACG-17 vouchers are in the custody of the management and it is preserved in normal course of business. So, if those documents are produced, it would establish that the workman had worked continuously and had completed more than 240 days of work in every year and, particularly, during the 12 calendar months preceding his date of termination. It has been stated that since the workman has no access to those documents, the management should be asked to produce the same. It is also further stated that after his verbal representations to the authorities of the Calcutta Telephone when it did not bear any fruit, the workman took up the matter before the Regional Labour Commissioner (Central), Calcutta by a letter dated 04-05-1994 and the conciliation process was started, but the conciliation could not succeed due to the unreasonable attitude of the management and, accordingly, the failure report was submitted to the Central Government and the present reference has been made. In this view of the matter, the prayer has been made on behalf of the workman that his retrenchment be declared illegal and he be granted relief of reinstatement with full back wages.

4. The management also filed a written statement in reply. Apart from challenging the maintainability of the reference, it has been stated that in view of the impediment created by two circulars—one of the Director General, Posts and Telegraphs, New Delhi dated 30-03-1985 and another circular dated 22-06-1988 of the Department of Telecommunication, the workman was not liable to be engaged and his engagement itself was bad in law. It is stated that since the engagement of the workman itself was without any legal sanction, the prayer of the workman deserves no consideration. So far as the allegations of the workman are concerned, it is stated that all the allegations are denied and it is categorically denied that the job of the workman was of perennial nature. It is stated that the job was a time bound project work, namely, upgradation work of the relevant Telephone Exchange required for conversion from 35-Strowger Exchange to 50 Electronic Exchange enabling the Electronic Exchange rendering service to the subscribers and the workman was initially engaged on 02-12-1991 and not on 24-10-1991 as alleged. It is also further stated that as the workman was engaged for project, on completion of the said project he was disengaged. It is further stated that the workman had started working with effect from 02-12-1991 and after the completion of the project on 12-03-1993 the work was over and the total period for which the workman remained engaged come to 221 days only. The details of his working days have also been given on behalf of the management in paragraph 4 of the written statement. According to this detail the workman is said to have worked for 27 days in December, 1991 on different dates; in January, 1992 he is said to have worked for 31 days; in February, 1992 for 24 days; in March, 1992 for 20 days and in May, 1992 for 20 days. Again in June, 1992 he worked for 17 days; in July, 1992 for 15 days; in August, 1992 for 17 days; in September, 1992 for 16 days; in October, 1992 for 14 days; in November, 1992 for 12 days and in March, 1993 for 8 days. Thus, his total period of work come to 221 days. It is further stated that engagement of the

workman was a time bound project work engagement, namely, upgradation work and the project was completed within the time frame stipulated by the Directorate of Telecommunication. It is stated that in terms of such stipulation the work ended in that March, 1993 and the result was that the workman was disengaged in March, 1993. It is also further stated that the workman did not work continuously, nor did he complete 240 days of continuous work and he was also not engaged continuously for a period of 12 calendar months. It is denied that the workman had worked for 3 years as alleged. It is also further stated that the workman was disengaged actually in March, 1993 and not on 06-04-1994 as claimed. It is further stated that since the upgradation work was a time bound project, the workman was disengaged after completion of the said project and it cannot be a case of 'retrenchment' as contemplated under Section 2(oo) of the Industrial Disputes Act. In this view of the matter, it is stated that there was no violation of the provisions of Section 25F of the Act in this case. It is also categorically denied that the workman had completed more than 240 days of work during a year or during 12 months preceding his termination. It is also denied that the S.D.O.P. has ever admitted his claim as alleged. It is also denied that the workman ever signed in attendance register. It is stated that in accordance with a circular issued by the A.G.M. (Recruitment) of Calcutta Telephones dated 10-10-1994 temporary status was granted for the purpose of regularisation of some workers who were engaged upto 22-06-1988 and the workman was not covered by the criteria fixed in the aforesaid order, as his case was not fit to be considered and since his engagement was of casual nature for a particular purpose, his service was automatically terminated as it came to an end on completion of the project for which he was engaged. It is, therefore, stated that the workman is not entitled to any relief as claimed by him.

5. After the written statement of the management was filed, a rejoinder was also filed on behalf of the workman in which the workman gave details of the working days as claimed by him.

6. Both the parties adduced evidence, oral as well as documentary. So far as oral evidence is concerned, the workman concerned examined himself as WW-1. He stated that he was engaged by the Calcutta Telephones on 24-10-91 as a casual worker and he was engaged for the purpose of correcting cable lines with the lineman concerned. According to him sometimes his service was attached to the Cable Jointer and he had to do some earth work for this purpose. He also stated that he used to sign attendance register everyday which was kept in the custody of the J.T.Os., namely, Bikash Paul, Jayanta Roy and Swapan Das. According to him the S.D.O.P. was one Mr. Ranjit Kumar Acharya. He further stated that he used to go to his office at 10 A.M. and the JTO used to direct him to work either with the Lineman or with the Cable Jointer. Thus, according to him he used to work for 25 to 26 days in average in every month and on some times he had to work on Sundays and thereafter his service was terminated on 06-04-1994. He has stated that he worked from 24-10-1991 to 06-04-1994 continuously in the Calcutta

Telephones and claimed that ACG-17 vouchers and ACE-2 accounts will bear him out in the matter. He also stated that if the attendance register of the period is produced, it will show that he had worked continuously during the period of his engagement. He has stated that he used to receive payment on monthly basis calculated on daily rate basis. He has also stated that he had worked for more than 240 days in each of these years and he was neither paid any retrenchment compensation, nor any notice was served to him. In his cross-examination, various suggestions have been made to him and he has denied these suggestions. However, he has admitted that the transformation of the manual exchange to electronic exchange was started in January, 1992 in his exchange. He has denied that it started in December, 1991. He has also denied that he had not actually worked with the Lineman or Cable Jointer; rather, he had worked in connection with the upgradation work and he has also denied that his duty hours used to be fixed as and when required depending upon the necessity of his work as considered by the JTOs.

7. On the other hand, four witnesses have been examined on behalf of the management. MW-1, Swapan Kumar Das was one of the JTOs as disclosed by the workman himself in his evidence. He has stated that the concerned workman had worked as casual labour in 35/36 Exchange for sometime during the period from 1991 to 1994 and according to him he had worked in different phases from December, 1991 to March, 1993. He has further stated that neither he himself, nor Mr. Bikash Paul or Mr. Jayanta Roy ever maintained any attendance register in respect of the concerned workman and he has denied that they are in custody of any attendance register. In his cross-examination, he stated that Mr. Ranjit Kr. Acharya happened to be the S.D.O.P. incharge of upgradation at the relevant time. He has also stated that the workman had worked till 12 March, 1993 and his service was terminated in March, 1993.

MW-2, Bikash Chandra Paul is another J.T.O. under whom the workman had worked. According to him the workman concerned was engaged as casual labour on account of upgradation work of Manicktala Exchange which continued till November, 1992. According to him, his total period of work was about 221 days with breaks. He has further stated that the termination had taken place in November, 1992 itself, but his service was utilised for some days in March, 1993 on account of break down of cables. He has categorically stated that no attendance register of casual labour was ever maintained by him or by his two other colleagues who were J.T.Os with him. However, he has testified the ACE-2 accounts and ACG-17 vouchers produced in the Tribunal and one such set is marked Ext. M-1 and Ext. M-1/A. In his cross examination, he has stated that the workman had worked till 30th November, 1992 when he was informed that his service was no longer required because the upgradation work was not to be done after November, 1992. He has denied that his service was terminated on 06-04-1994.

MW-3, Bhanu Chowdhury was also one of the J.T.Os at Manicktala Exchange at the relevant time. According to

him the workman concerned had worked in the Exchange as casual worker from December, 1991 to March, 1993 with breaks in service. According to him the workman had worked under him for 114 days. He worked under Jayanta Roy for 95 days and with Bikash Paul, MW-2 for 12 days and thus, total number of days for which he had worked was 221 days. He has stated that the workman was engaged for upgradation work which was completed in November, 1992. He has also proved other sets of ACE-2 accounts and ACG-17 vouchers from Exts. M-2 to M-13 series. He has also categorically denied that he ever maintained any attendance register concerning the workman. According to him the service of the workman was terminated on 12-03-1993 and not on 06-04-1994 as claimed by the workman. He has also stated that he was never informed either by the concerned workman or by anybody else that he was not paid for the period for which he was engaged. There is nothing significant in his cross-examination, excepting for that it was suggested to him that all the concerned vouchers and accounts have not been produced, which he has denied.

MW-4, Ranjit Acharya happened to be the S.D.O.P. of Manicktala Exchange at the relevant time. According to him in 1991-1992 he was posted at that Exchange as Assistant Engineer incharge of upgradation and according to him the workman concerned was working under him as casual labour to assist the Lineman during the period. According to him the workman was working for upgradation work and he had worked for 213 days in upgradation from December, 1991 to November, 1992. He also stated that the upgradation work was complete in November, 1992 and thereafter the workman was again engaged for sometime in March, 1993 for cable break-down and worked only for 8 days in March, 1993. He has also stated that the work done by the workman concerned from December, 1991 to November, 1992 was also not continuous. He has stated that the period for which the workman had worked could be ascertained from ACE-2 accounts and ACG-17 vouchers. He also stated that no attendance register for casual workmen is ever maintained. He has categorically denied that the workman was terminated on 06-04-1994. In his cross-examination, he has stated that at the relevant time, about 20 to 22 casual labourers were engaged by them for upgradation. He has also stated that no roll or register were maintained for these casual workers and the JTOs used to maintain attendance of the workers which they used to destroy after the payments were made. He has further stated that he had to rely on the statement of the JTOs and if any irregularity was done by the JTOs, it was likely to be revealed in due course. He has denied that there has been any suppression of ACE-2 accounts or ACG-17 vouchers by the management.

8. So far as the documents are concerned, two documents have been admitted into evidence on behalf of the workman. Ext. W-1 is the letter addressed to the Divisional Engineer (Telephones) by the workman concerned alleging therein that his service was abruptly and without any reason terminated on 06-04-1994 and, therefore, he requested him to consider his case for reinstatement. Ext. W-2 is the letter issued by the Assistant

General Manager (Recruitment) on 10-10-1994 regarding regularisation of the temporary workmen who had worked for a considerable period with the Calcutta Telephones and a list of such workers was also attached with the letter in which the name of the workman concerned does not appear.

9. So far as the documents on behalf of the management are concerned, Ext. M-1 is the ACE-2 account of December, 1992. The account shows that the workman concerned was paid Rs. 547/- for working in November, 1992. From the corresponding ACG-17 voucher, Ext. M-1/A it appears that he was paid @ Rs. 45.75 per day for 01-11-1992, 16-11-1992 and from 21-11-1992 to 30-11-1992, i.e., 12 days. Ext. M-2 is the voucher for the month of January, 1992 from which it appears that the workman was paid Rs. 600/- through ACG-17 voucher and from the corresponding ACG-17 voucher it appears that he was paid for 15 days for working in December, 1991. Similarly, from Ext. M-3 it appears that the workman was paid Rs. 880/- in February, 1992 and from the corresponding ACG-17 voucher it appears that he was paid for 22 days for the period 20-12-1991 to 10-01-1992. Ext. M-4 shows that the workman was paid Rs. 840/- for his work of 21 days from 11-01-1992 to 31-01-1992 according to the corresponding ACG-17 voucher. Ext. M-5 indicates that the workman was paid Rs. 960/- in March, 1992 for having worked for 24 days in February, 1992 from 04-02-1992 to 27-02-1992 as it appears from the corresponding ACG-17 voucher. Ext. M-6 shows that the workman was paid Rs. 800/- in April, 1992 for having worked for 20 days in March, 1992. Ext. M-7 also shows that he was paid Rs. 800/- for having worked in May, 1992. Ext. M-8 shows that he was paid Rs. 680/- in July, 1992 for having worked for 17 days in June, 1992 as it appears from the corresponding ACG-17 voucher. From Ext. M-9 it appears that the workman was paid Rs. 641.25 for having worked for 15 days in July, 1992 which is also supported by the corresponding ACG-17 voucher. From Ext. M-10 it appears that the workman was paid Rs. 726.75 for having worked for 17 days in August, 1992. From Ext. M-11 it appears that the workman was paid Rs. 684/- for 16 days work from 15-09-1992 to 30-09-1992. It is also supported by the corresponding ACG-17 voucher. Ext. M-12 shows that the workman was paid Rs. 640/- for working in October, 1992 for 14 days from 18-10-1992 to 31-10-1992, which is supported by the corresponding voucher. From Ext. M-13 it appears that the workman was paid Rs. 411.75 for having worked for 8 days in March, 1993, which is also supported by the corresponding ACG-17 voucher. Two other documents have also been admitted into evidence on behalf of the management. Ext. M-14 is the letter issued by the office of the Director General of Posts and Telegraph on 30th March, 1985 giving the directions and instructions regarding the engagement of casual labour. For regular kind of work engagement of casual labour was prohibited by this letter and it was allowed to be engaged only for certain specific work. Similar is the letter of the Ministry of Communication, Dept. of Telecommunication dated 22-06-1988 by which it has been instructed that the orders regarding ban on recruitment and engagement of casual labour will not apply to coaxial cable laying work in a project. By these

letters it has been shown by the management that actually for regular kind of work engagement of casual labour was prohibited and it has also been shown that the workman concerned was engaged as a casual labour only for a project work and not for regular work.

10 Form verification of these documents filed on behalf of the management it appears that the statement of the management in paragraph 4 of its written statement gets support from the ACG-17 vouchers and ACE-2 accounts produced. So far as the details of the work done by the workman as shown in his rejoinder in paragraph 7 is concerned, there is no material to show that he had worked all along during the period from October, 1991 to April, 1994. On the other hand, the details given by the management in the written statement gets support from the two sets of documents, i.e., ACG. 17 vouchers and ACE-2 accounts. So, it becomes clear that the workman actually has failed to prove that he had worked for 3 years regularly or that he had worked for more than 240 days in a year within 12 calendar months preceding his termination. Therefore, it emerges that the workman was engaged by the Calcutta Telephones, no doubt, but he was engaged for the purpose of working in the upgradation of the Exchange which was of the nature of project and when the project was completed in November, 1992, his service automatically came to an end, though it has been admitted on behalf of the management that he was engaged otherwise for 8 days in the month of March, 1993 also. So, on both these grounds the claim of the workman is not fit to be entertained. Since he was engaged for a project work, as and when the project was completed, his tenure came to an end automatically and such a termination cannot be treated as 'retrenchment' to be covered by the definition of Section 2(oo) of the Act under exception (bb). On the other hand, since the workman could not show that he worked for 240 days continuously within 12 months prior to his termination, the case is not covered by Section 25B of the Act and in such a case, there is no application of Section 25F of the Act.

11. In this view of the matter, the workman's claim that his termination was illegal retrenchment, cannot be accepted and the workman does not appear to be entitled to any relief whatsoever. Accordingly, the reference is answered and decided.

B. P. SHARMA, Presiding Officer

Dated, Kolkata,  
The 28th August, 2002.

नई दिल्ली, 6 सितम्बर, 2002

का. आ. 3114.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एडमिरल सुपरिन्टेन्डेन्ट, नवल डॉकयार्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं.-II मुम्बई के पंचाट (संदर्भ संख्या

सी जी आई टी-2 158 ऑफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2002 को प्राप्त हुआ था।

[ सं. एल-14011/3/99-आई.आर. (डी. यू.) ]

कुलदीप राय वर्मा, , डैस्क अधिकारी

New Delhi, the 6th September, 2002

**S.O. 3114.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/158 of 99) of the Central Government Industrial Tribunal Labour Court, No. II Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Admiral Superintendent Naval Dockyard and their workman, which was received by the Central Government on 6-09-2002.

[No. L-14011/3/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-NO. II, MUMBAI.

Present

Shri S. N. SAUNDANKAR

Presiding Officer

REFERENCE NO. CGIT-2/158 OF 1999.

EMPLOYERS IN RELATION TO THE MANAGEMENT OF THE ADMIRAL SUPERINTENDENT, NAVAL DOCKYARD

BETWEEN:

The Admiral Superintendent,  
Naval Dockyard  
Western Naval Command,  
Shahid Bhagat Singh Marg,  
Fort, Mumbai 400023.

AND

THEIR WORKMEN

The General Secretary,  
Indian Naval Emp. Union,  
12/14, Rajgir Chambers,  
R. No. 60, 7th Floor,  
Mumbai 400001.

The General Secretary  
Indian Naval Dockyard Employees Union  
166, Khandelwal Bhavan,  
Dadabhai Navroji Road,  
Mumbai 400001.

**Appearances:**

For the Employer

M/s. D. Fernandes  
Adv. holding for  
Mr. Suresh Kumar

**For the Workmen :** Mr. S. R. Wagh  
Adv. for INEU  
Mr. M. B. Anchan  
Adv. for INDEU  
MUMBAI,  
Dated 2nd August, 2002.

### AWARD—PART-I

The Government of India Ministry of Labour by its Order No. L-14011/3/99/IR (DU) dtd. 21/07/1999 in exercise of the powers conferred by clause (d) of sub-section (1) and Sub-section (2 A) of Section 10 of the Industrial Disputes Act, 1947, have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Naval Dockyard Mumbai in not extending the benefits of casual service to all the workmen who are similarly placed from the date of joining of their services is legal and justified? If not, to what relief the workmen are entitled?"

2. Indian Naval Employees' Union Mumbai vide Statement of Claim (Exhibit-6) contended that casual workers were regularised as per the vacancies occurred in different units of Naval Dockyard. It is averred that after their becoming regular, these casual workers were denied benefits of their casual service for leave, increment, length of service etc. It is the contention of union that, principally and in practice the Naval authorities accepted that the regularised casual workers would be entitled to service benefits put by them as casual workers. However about 8500 Industrial Workers employed at Western Naval Command Mumbai who were similarly placed are not given the benefit of their casual service though persistent efforts made and that eventually the cause was raised before the ALC(C) but that ended in failure. The union therefore contended to direct the management to give benefit of casual service to all the workers similarly placed.

3. Management, Naval Dockyard resisted the claim of union by filing written Statement (Exhibit-7) contending that the functions of management are sovereign and statutory in nature and the work performed is connected with the defence of the country. It is contended that management is not engaged in commercial industrial activity which cannot be described as an economic venture or commercial enterprise as its object is not to produce and distribute service to satisfy want and needs of the consumer community. It is contended only because the work is done with the help of the employees, however since it lacks the material element, and consequently it is not 'industry' under section 2 (j) of the Industrial Disputes Act. It is further contended that workers in the dockyard are government servants/Civil servants whose services are governed under the Article 309, 311 of the Constitution of India, therefore they are not the 'workmen' as defined under section 2 (s) of the Industrial Disputes Act. It is contended consequently on these grounds this tribunal has no jurisdiction to decide the reference.

4. By the Rejoinder (Exhibit-8) union reiterated the recitals in the Statement of Claim and denied the averments in the written Statement.

5. It is seen from the record vide order on application Exhibit-12 Indian Naval Dockyard Employees Union was implemented as union No. 2 however vide purshis (Exhibit-17) it has adopted the Statement of Claim (Exhibit-6) filed by first union.

6. On the pleadings of the parties issues are framed at Exhibit-11. In the context of the preliminary issue Personnel Manager in the office of the Naval Dockyard Shri Manjot Singh filed affidavit in lieu of Examination-in-Chief (Exhibit-18) and closed evidence vide purshis (Ex-19) and that General Secretary of Indian Naval Employees Union (No. 1) Mr. Madhusudan Vaidya filed affidavit (Exhibit-20) and union closed oral evidence vide purshis (Exhibit-21) and that union No. 2 did not lead oral evidence vide purshis (Ex-23).

7. Management filed written submission (Exhibit-22) and the union (Exhibit-24). On hearing the counsels for both unions and the management I record my finding on the following preliminary issue for the reasons stated below:

Issue	Finding
Whether the tribunal has jurisdiction to decide the reference?	Yes

### REASONS

8. The Learned Counsel Ms. Fernandes holding for Mr. Suresh Kumar for the management inviting attention of this Tribunal to the written submissions (Exhibit-22) urged that the workers in the Naval Dockyard are defence Civil servants whose services are governed under the Constitution, therefore they are not 'workmen' and that Naval Dockyard is not an 'industry' as it performs sovereign functions for welfare of the public at large and therefore, this Tribunal has no jurisdiction to entertain and decide, the reference in connection with the workers of Naval Dockyard. She has relied on the judgments of the CAT and the judgments of CGIT-I in which according to her, it is observed that service matters pertain to such management can be moved before the Central Administrative Tribunal and not the Central Government Industrial Tribunal. The Learned Counsels, Mr. Wagh & Mr. Anchan for the unions submit that Naval Dockyard is not exempted from the jurisdiction of the Industrial adjudicators as according to them, admittedly Dockyard is licensed under the Factories Act and that Payment of Wages Act is also applicable to its employees. By way of cross-examination of the Management witness nothing has cropped up to show that management is not an industry and its workers are not 'workmen'. Reliance was placed on Prithviraj Deehawia V/s. Director Aliyavar Jung National Institute for Handicapped and the Bangalore Water Supply Case. In Bangalore Water Supply and Sewerage Board Vs. A. Rajappa & Ors. 1978 LAB 1C SC 467 Their Lordships of Apex Court clearly pointed out the scope of 'industry' and the tests to determine the industry i.e. (i) professions, (ii)



clubs, (iii) education institutional/co-operatives, (iv) research institutes, (v) charitable projects, and (vi) other kindred adventures. 'Industry' is defined under section 2(j) of the Industrial Disputes Act as follows :

- (a) "where there is (i) systematic activity, (ii) organised by the co-operation between employer and employee (the direct and substantial element is chimerical (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making on a large scale *prasad* or food) *prima facie* there is an 'industry' in that enterprise"
- (b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.
- (d) If the organisation is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

My Learned predecessor in the Reference of Naval Dockyard bearing No. 32/1997 held action of management justified and in 20/1997 by way of Interim Award found the inquiry held by management Naval Dockyard, fair and proper. On going through the rulings and the definition in the light of the record at the instant reference hardly can be said that management is not an 'industry' and the workers therein, are not workmen. Consequently this Tribunal has jurisdiction in width to decide the reference. Issue is therefore answered in the affirmative and hence the order :—

#### ORDER

Tribunal has jurisdiction to decide the reference.

S.N.SAUNDANKAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2002

का. आ. 3115.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. रिचर्डसन एवं क्रुड्डास (1972) लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न.-II, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/104 आफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2002 को प्राप्त हुआ था।

[ सं. एल-42012/222/98-आई.आर. (डी. यू.) ]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhu, the 6th September, 2002

S.O. 3115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-

2/104 of 99) of the Central Government Industrial Tribunal Labour Court No. II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Richardson & Cruddas (1972) Ltd. and their workmen, which was received by the Central Government on 6-9-2002.

[No. L-42012/222/98-IR (DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-NO. II, MUMBAI.

PRESENT

Shri S. N. SAUNDANKAR

Presiding Officer

REFERENCE NO. CGIT-2/104 OF 1999

Employers in Relation to the Management of  
M/s. Richardson & Cruddas

The General Manager (P&A),  
M/s. Richardson & Cruddas (1972) Ltd.,  
Mulund Works,  
L.B.S. Marg, Mulund (West),  
Mumbai-400 080

AND

THEIR WORKMEN

The President,  
Association of Engineering Workers,  
252, Janta Colony,  
Ramnarayan Narker Marg,  
Ghatkopar (East),  
Mumbai.

#### APPEARANCES :

For the Employer : M/s. S. Z. Choudhary  
Advocate

For the Workmen : Mr. V.T. Mirajkar  
Advocate.

Mumbai, the 1st April, 2002

#### AWARD—PART-II

By the Interim Award dtd. 28-12-2001 this Tribunal held that the domestic inquiry conducted against the workman Mr. Gamre was as per the Principles of Natural Justice and the findings of the inquiry officer were not perverse. Consequently the matter was fixed for leading evidence on the quantum of punishment on 1-4-2002. It is seen from the record, counsel for the parties vide application (Exhibit-25) prayed to take the matter on board on 18-3-2002 and filed the settlement arrived at between the management and the workman Gamre dtd. 18-3-2002 with list (Exhibit-26) and consequently requested to dispose of the matter in the light of the said settlement. On persual

the settlement signed by the workman and the management's General Manager in the presence of the Counsel for both parties it is seen the workman was to receive Rs. 60,000 in full and final settlement of all his claims against the company, which appears to be in the interest of workman. Since the dispute is settled, the reference deserves to be disposed of and hence the order :—

### ORDER

Reference stands disposed of as settled vide settlement dtd. 18-3-2002 (Exhibit-26).

S. N. SAUNDANKAR, Presiding Officer

Ex 26

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI

### REFERENCE NO. 2/104 OF 99

Richerdson Cruddas (1972) Ltd.

&

### WORKMAN

May it please the Hon'ble Court

The above matter has been settled as per settlement enclosed herewith.

Hence it is prayed that the Reference may pleased be disposed of in terms of settlement.

Sd/-

S. Z. CHOWDHARY, for the company

Mumbai

Dated : 18-3-2002

### MEMORANDUM OF SETTLEMENT UNDER SECTION 2(P) OF THE INDUSTRIAL DISPUTES ACT, 1947

### NAMES OF THE PARTIES :

M/s. Richardson & Cruddas (1972) Ltd.

(hereinafter referred to as "the Company") a company incorporated under the Companies Act having its registered office at Sir J.J. Marg. Byculla, Mumbai : 400 008.

AND

G. B. Gamare

(hereinafter referred to as "the Workman")

### SHORT RECITAL

Whereas services of the workman were terminated w.e.f. 31-1-98 pursuant to the departmental enquiry held against him into the charge-sheet dated 20-7-97.

And whereas the workman has challenged termination of his services by raising an industrial dispute

under the provisions of the Industrial Disputes Act, 1947.

And whereas the Appropriate Government has referred the said dispute for adjudication to the Hon'ble Central Government Industrial Tribunal No. 2 at Mumbai vide reference No. CGIT/2/104 of 1999 :

And whereas during the pendency of the said Reference, the workman attained the age of superannuation on 31-5-99 :

And whereas thereafter the parties have negotiated & settled the said Industrial Dispute on following terms :

### TERMS OF SETTLEMENT

- (a) The Company agrees to pay and the workman agrees to accept a sum of Rs. 60,000/- (Rupees Sixty Thousand only) in full and final settlement of all his claims against the Company including the claim of reinstatement and full back wages pending before the Hon'ble Central Government Industrial Tribunal No. 2 vide Reference No. CGIT/2/104 of 1999.
- (b) The agreed amount payable to the workman under this settlement shall be paid to the workman on or before 31-5-2002.
- (c) The said amount of Rs. 60,000/- (Rupees Sixty Thousand Only) shall include back wages, leave wages, bonus & various other allowances, arrears under any settlement/agreement etc. which the workman would have earned had he remained in the employment during the period from 31-1-98 to the date of superannuation.
- (d) In addition, the workman shall be paid gratuity in accordance with the Provisions of Payment of Gratuity Act, 1972.
- (e) The workman agrees and undertakes that he shall not make any claim of whatsoever nature against the Company in relation to the above period of unemployment from 31-1-89 to the date of superannuation except what is agreed hereinabove.
- (f) In view of aforesaid terms and conditions, the parties to the reference shall pray the Hon'ble Central Government Industrial Tribunal No. 2 to dispose of the said reference in term of this settlement.

This settlement is signed at Mumbai on this 18th day of March, 2002. .

For Richardson & Cruddas  
(1972) Ltd.

R. I. MUNSHI, General Manager  
G. B. GAMARE Workman

S. Z. Chowdhary,  
Advocate for the Company.

V. T. Mirajkar,  
Advocate for the Workman.

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3116.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद-I के पंचाट (संदर्भ संख्या 8/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-02 को प्राप्त हुआ था।

[ सं. एल-20012/75/92-आई.आर. (सी-1) ]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 3rd September, 2002

S.O. 3116.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/95) of the Central Government Industrial Tribunal I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workmen, which was received by the Central Government on 2-9-02

[No. L-20012/75/92-IR (C-1)]

S. S. GUPTA, Under Secy.

**ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I,

DHANBAD

In the matter of a reference under Sec. 10 (1) (d) (2A) of the Industrial Disputes Act, 1947

Reference No. 8 of 1995

**PARTIES :**

Employers in relation to the management of Katras Choitudih Colliery of M/s. B.C.C. Ltd

**AND**

Their Workmen

**PRESENT :**

Shri S. H. Kazmi, Presiding Officer.

**APPEARANCES:**

For the Employers : Shri R.N. Ganguly, Advocate.

For the Workmen : Shri S. Bose, Treasurer, Rashtriya Colliery Mazdoor Sangh.

State: Jharkhand

Industry: Coal.

Dated, the 16th August, 2002

**AWARD**

By Order No. L-20012(75)/92-I.R. (Coal-I) dated, the 28th December, 1994 the Central Government in the Ministry

of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of Katras Choitudih Colliery of M/s. Bharat Coking Coal Ltd. of not regularising Shri Debbarayan Mistry and 8 others (as given below) is justified? If not, to what relief these workmen are entitled to?”

**List of 9 workers:**

	Name	Designation
1.	Debbarayan Mistry	: Blacksmith
2.	Dharamdeo Viswakarma	: -do-
3.	Kamta Mistry	: -do-
4.	Raja Ram Viswakarma	: Hammerman
5.	Kapildeo Viswakarma	: -do-
6.	Chandradeo Yadab	: -do-
7.	Jitendra Kumar Sharma	: Helper
8.	Badyanath Sao	: -do-
9.	Kalu Deswali	: -do-

2. The case of the sponsoring union, in short, is that all the concerned nine workmen have been working since early 1974 at Katras Choitudih Colliery of BCCL in the capacity of Blacksmith/Hammerman/Helper respectively as mentioned in the list of workers appended to the order of reference. It has been said that all the aforesaid nature of jobs are regular and permanent and are considered as essential service in operation and maintenance of coal mines and according to various awards and agreements those jobs fall within time-rated category in the wage structure of Coal Mining Industry.

Further it has been said that having worked in the said permanent nature of job continuously for more than 15 years the concerned workmen represented before the management by a joint petition dated 25-3-1991 addressed to the General Manager, Katras Project Area of BCCL for departmentalising them in view of the nature of job performed by them both on the surface as well as in the underground mine. No reply however was received from the side of the management. It has been said that thereafter the issue was raised by the sponsoring union by letter dated 10-4-1991 sent to the management but to no effect. Subsequent to that the union raised the industrial dispute before the Asstt. Labour Commissioner (Central), Dhanbad vide petition dated 26-4-1991. But due to adamant attitude of the management the conciliation proceeding failed and ultimately the dispute was referred to this Tribunal by the Central Government for adjudication. Initially the reference was refused and it is only after the order of the Hon'ble High Court dated 27-10-1994 the Government referred the matter to the Tribunal for adjudication. It has been said that all the concerned workmen performed duties in

permanent and perennial nature of job which are essential for operation and maintenance of coal mines for over 15 years and have already acquired the right to be departmentalised in their respective jobs. It is also said that the management kept them on piece-rate payment only without any other benefits and thereby exploited the workers which is unbecoming on the part of the public sector undertaking like BCCL. Lastly it is said that the action of the management is arbitrary, discriminatory and illegal and the concerned workmen deserve to be made permanent w e f the year 1975 i.e. after completion of one year of their joining.

3 On the other hand, the management has come out with the case as disclosed in its written statement that no employer - employee relationship exists between the management and the concerned persons. It has been said that Deb Narain Mistry, one of the concerned persons, was awarded some contract in the year 1988 and in the year 1989 and he was paid Rs 1100/- through voucher No. 550 dated 8-9-1988 and Rs 4389/- through voucher No. 4331 dated 4-9-1989. It is said that he was not awarded any contract on regular basis and the work order issued to him and the total amount paid to him indicate that he was awarded contract purely on casual basis and a very rare occasion, may be once in a year. It has also been said that said Deb Narain Mistry did some contract work relating to blacksmithy job on two occasions once in 1988 and another in 1989 under Katras Project Area under which the colliery falls, and there is no material on record to indicate that Deb Narain Mistry was awarded contract prior to 1988. Further the case is that the management did not select or recruit the concerned workman and never paid them wages at any point of time. Further it never supervised their work and as such in no way they can be said to be the workman of the management and demand for their regularisation. It has also been said that the concerned persons not having been employed by the management on any permanent or perennial nature of job and not having worked under any contractor on regular basis cannot raise the present dispute for their departmentalisation under the management.

In its rejoinder also the management while reiterating the aforesaid stand has denied or controverted several facts and allegations as made in the written statement of the sponsoring union.

In its rejoinder to the management's written statement the sponsoring union has denied several averments made therein and has asserted that the concerned workmen were engaged by BCCL management continuously since 1974 for perennial nature of job. It has also been said that Deo Narain Mistry was engaged by the management in permanent and perennial nature of job which cannot be done through contractor as per existing law and as such the management kept him with his gang of co-workers on piece rate basis to by pass the statutory liability and by working over the years the concerned workman have acquired the right to be treated as departmental workers of the management of BCCL.

4 In view of the aforesaid stand taken on behalf of the respective sides it becomes apparent that moot question

which appears to be involved in this case and which requires consideration is whether the concerned workman can be taken to be the workman of the management or not and whether having worked for years together on their respective jobs, they deserve to be regularised or departmentalised or not.

5. As seen above the management has emphatically denied the relationship of employer and employee between the two sides and has come out with its firm stand that one of the concerned workman, namely, Deb Narain Mistry was awarded some contract only on two occasions, one in 1988 and another in 1989 and for the works done by him he was paid the amount through vouchers. It is also its case that the said person was not awarded any contract on regular basis and no material on record to indicate that he was awarded contract prior to 1988. Further the stand taken by the management is that it never supervised the work of the concerned workman and never paid them wages at any point of time.

Out of the two witnesses examined on behalf of the management, MW-1 D.P. Tiwary has stated about said Deb Narain Mistry that he was a Blacksmith contractor who had been assigned the job by the management in the year 1988 and again in the year 1989. According to him Deb Narain Mistry did some repair job of tubs but as after 1989 there was no tub repairing job, therefore he was not given any further work. He has also said that the management has got regular blacksmith for the purpose of sharpening of spade etc. According to him, the demand of the concerned workmen is incorrect. In course of his cross-examination he has said that the job of blacksmith is being supervised by the colliery Engineer and has further said that the work which the permanent workman does is treated to be essential service. He has said that he has seen the concerned workman, Deb Narain Mistry in the year 1988 and 1989 when he was assigned to do certain repairing work and according to him, besides Deb Narain Mistry 2 or 3 persons were working with him. He has also said that the tub is most essential item for raising coal from underground mine. Further according to him, tubs are roughly handled and therefore it gets damaged and in about 5 or 6 months a tub is required to be repaired with new iron sheet. Upon a question being asked he has said that there is no reason why any witness has not come from Engineering Department to depose in this case.

It is apparent from the aforesaid statements of this witness that he has supported the case of the management that Deb Narain Mistry was Blacksmith contractor and he was assigned the job in the year 1988 and 1989 only and after 1989 there was no tub repairing job so he was not given any further work. In cross-examination however he has accepted that tub is most essential item for raising coal from underground mine and the same are roughly handled and therefore it gets damaged and for that in about 5 or 6 months the same is required to be repaired with new iron sheet. If this statement made in course of his cross-examination are to be believed then it is not possible to believe his earlier statement that there was no tub repairing job after 1989 and so for that reason the said Deb

Narain Mistry was not assigned the job. It is clear from his statement that the job of blacksmith was supervised by the colliery management and that the work which the permanent workman does is treated to be essential service. Earlier to that he had already stated that for regular job of blacksmith the management has got regular workers.

MW-2 was working as Foreman Incharge in the year 1988. He like MW-1 has also stated about the contract work being done by Deb Narain Mistry for repairing tubs in the year 1988 and 1989. More specifically he has said that in the year 1988 Deb Narain Mistry had worked for one week only with one mistry and two colliers and in the year 1989 he had worked for about three weeks and in that year there was one mistry and three colliers for tub repairing work. He has also said that the management has no regular work of tub repairing and its has got its own departmental mistry also. In course of his cross-examination he appears to have said that said Deb Narain Mistry was allowed contract work orally but subsequently it was followed by work order which was being issued by the Colliery Engineer and Agent of the colliery. He has proved 9 such work orders produced from the side of the workmen and they were marked Ext W-1 to W-1/8. He has further said that for the payment of the work done vouchers used to be prepared. He has proved one of such vouchers again produced from the side of the workman and that is marked Ext. W-2. He has admitted that he used to supervise the day to day work of the contractor and has further said that he used to supply him iron sheet, angle etc. which are required for repair work from the stores. He has also stated about the tub repairing. Like MW-1 he has also said that tubs get damaged frequently due to loading and transporting of coal with the help of that the according to him, the management has got departmental blacksmith to do the repairing work of tubs. He has denied the suggestion that Deb Narain Mistry and 8 others whose names found place in the schedule of reference order had regularly worked in the job of tub repairing work but they were stopped from work when they demanded for regularisation.

It is apparent from the statment of this witness that he has not made any statement to the effect like the same was made by MW-1 that after 1989 there was no tub repairing job available with the management. However, like MW-1 he has accepted the fact that the contract works used to be supervised by him and the tubs get damaged frequently. He has proved the documents of the workmen which are the work orders and the vouchers.

Having gone through those work orders (Exts. M-1, M-1/1 to M-1/8) it appears that same covers the period between 1977 to 1988 and those are in the name of Deb Narain Mistry, one of the concerned workman and related to different nature of work of blacksmith with mentioning of specific amount for getting those works done. The stand of the concerned workmen which found support for one witness of the workman, WW-1 also that all the workmen used to work under the management for more than 15 years and their work used to be supervised by the Pit Manager of the colliery. Their further stand is that though the work orders used to be there in favour of Deb Narain mistry but

he alongwith other concerned workmen used to perform the work assigned through those work orders and the job assigned to them by the management were permanent and perennial nature which cannot be done through contractor and further the management kept the said Deb Narain Mistry with other concerned workmen on pice-rate basis to by pass the statutory liability. Said Deb Narain Mistry (WW-4) in course of his evidence has stated about the work orders and as regards payment made by the management on the basis of bills submitted by them and also about the payment made through vouchers. He has also said that initially their names were very much there on the management's roll, but later their names were not entered and were not mentioned on the roll. Subsequent to that according to him, they have opened and maintained their own 'Khata' relating to their work in the colliery. He has produced and proved six such attendance registers which were being maintained by them and those are marked Exts. W-3 to W-3/5.

6 Consistently management's witnesses have said about the contract job done by Deb Narain Mistry with the help of others only in the year 1998 and 1989. But MW-2 being Foreman Incharge not only has stated that the work order used to be issued from time to time but he has also proved few such work orders produced from the said of the workmen (Ext W-1, W-1/1 to W-1/8). In other words he has himself contradicted his earlier statement while proving those documents because those document, as said earlier also, do not relate only for the period 1988-89 rather for the period starting from the year 1977. As such, in view of those documents it stands not established that in the year 1988 and 1989 only the workmen were engaged for the work being performed on contractual basis or by issuance of work order. For the purpose of showing continuity of their job for the period as stated by them the workmen have also produced six attendance registers which according to them, were 'Khatas' maintained by them as the management after sometime had deleted their names from the management's roll. The first register is for the period between 1974 to 1978 and in the same attendance of 7 workmen are marked, namely, Deb Narain Mistry, Raja Ram Viswakarma, Dharamdeb Viswakarma, Kamta Mistry, Kaplildeb Viswakarma, Badyanath Sao and Kalu Deswali. Their respective signatures are there as against the work done by them each month and the amount paid to them by way of wages are also mentioned. The number of days of working are also mentioned. Likewise another register Ext. W-3/2 is for the period 1978 to 1981 therein also in the same way the entries are made and the same also relate to the aforesaid seven concerned workmen. Ext W-3/3 again contains the entries relating to same seven workmen and the said register is for the period 1982 to 1984. Ext W-3/4 also contains the same nature of entries and the same also relate to the aforesaid seven workmen. It covers the period between 1984 to 1986. Ext W-3/5 is a attendance register for a period between 1986 to 1989 in which also in the same way the entries are made with a difference that the name of one another concerned workman, namely, Chadradeb Yadab is mentioned and from January, 1988, attendance of one another cohcerned workman, namely, Jitendra Kumar

Sharma has also been marked. One last register is for the period between 1989 to 1991 in which in the same way the attendance of 9 concerned workmen were marked along with other relevant entries made. It is true that these registers were produced by none other than the workmen themselves which according to them were being maintained by them as the management in order to keep themselves away from the statutory liability stopped maintaining the names of the concerned workmen on the roll of the management, but there does not appear to be any justifiable reason as to why merely on that count the same should be brushed aside particularly when the same speaks about the continuity of the work done by the concerned workman and which also bear their signature. In course of cross-examination of WW-1 the suggestion was made to him that those documents are manufactured just for the purpose of this case which he denied. The management has failed to substantiate as to why those documents should be taken as manufactured. The work orders and vouchers produced by the workman and proved by the management's witnesses go to show that from the year 1977 itself till the year 1989 or 1990 the works of blacksmith used to be assigned in the name of one of the concerned workman. Now these registers produced on behalf of the concerned workmen also cover the said period as disclosed in the aforesaid documents and it can be well gathered that though the work orders from time to time used to be issued in favour of one of the concerned workmen but he along with the other concerned workmen used to perform the said job on regular basis and as it has been submitted by the management's witnesses also those works were of permanent nature and used to be supervised by the authorities of the management. In nutshell it can be inferred that under the garb of work orders or calling the works performed as contractual the management despite having taken the work from these workmen for years together has made the attempt to save itself from the responsibility or the liability of making these workmen as permanent and regularising them in their respective jobs in order to deprive them of their rightful claim.

The management has taken the stand that all its witnesses have also supported the said stand that for the performance of job of blacksmith there are regular workmen also on the management. But no any document has been produced on its behalf to substantiate the said fact. Further, there does not appear to be any reason as to why any one was engaged to perform the job of blacksmith whether on contractual basis or any basis at all when as per the management there are already sufficient number of blacksmith. For the moment even if it is taken that some regular workmen for the said job are there then it is obvious that the management was still in dire need of some extra hands for the said job and for which it had been engaging the persons whether on contractual or any other basis since a very long time.

7. Much emphasis has been made from the said of the management upon the fact that Deb Narain Mistry was just a contractor and rest of the concerned workmen were just engaged by him for performance of contractual work which used to be just occasional engagement and as such

there was no relationship of employer and employee and further the engagement used to be just for a specific period a specific amount for being paid.

In the circumstances of the case in my view it is difficult for the management to get itself absolved from the liability merely by taking the aforesaid stand.

In a Book published by institute for Miners' & metal workers' Education, Nomenclature, Job Description and Categorisation of Coal Employees have been given or mentioned and the said book bears the same title also. In the said book "Bellows" has been described as a workman who operates the hand bellows used by colliery blacksmiths and who sits on a stool and works the handle up and down. He is mentioned as Category-I (Unskilled) Mazdoor. Under Category-III (Semi-Skilled Higher) under item No. 9 "Hammerman" has been described. He has been mentioned as a workman who wields a heavy hammer in blacksmith's work and generally assists the blacksmith. Under Category-IV (Skilled Junior) under item No. 15 "Tub Repairing/Making Mistry" has been described as Blacksmith and their mazdoors generally do all tub repairs including fastening the tub blocks to the frame with bolts and nuts. In item No. 25 in the same category "Blacksmith" has been described as a workman employed in various types of general smith work at a colliery and he may also do tub repair work. It is thus obvious from the job description or the aforesaid Nomenclature that all those jobs are considered to be a permanent and regular nature of job which are being performed in Coal Industry. It has not been disputed by the management, rather its witness has accepted the fact that the work of Blacksmith is of regular and permanent nature. The Blacksmith cannot perform his job unless he is being helped or assisted by the hammerman and helper/bellows and from the aforesaid job description no further clarification is required to be made in that regard. It is also not in dispute that Implementation Instructions No. 35 dated 17-7-1984 of National Coal Wage Agreement-III speaks about the abolition of contract labour. It has been specifically provided therein that Industry shall not employ labour through contractor or engage contractors' labour on jobs of permanent and perennial nature and further it stands mentioned that the job of permanent and perennial nature which are being done departmentally will continue to be done by regular employees. So very clearly and categorically it was emphasised therein that for permanent and perennial nature of work under no circumstances contract or contractor's labour shall be engaged and the same would only be performed by regular employees. Despite such clear stipulation made in NCWA-III and despite the aforesaid nature of work done by the concerned workmen being of permanent nature they were engaged either as contractor or contractor's labour. Quite obviously such arrangement was being made by the management by ignoring its statutory obligation and quite apparently in order to deprive the workmen of their lawful claims of proper wages and other benefits which are being availed by regular employees working in the same nature of job. The device of issuance of several work orders can only be construed as an attempt to exploit the labour force and get the

maximum work out of them by paying less, despite the works being taken from them regularly for years together. Such type of conduct or attitude on the part of the management certainly comes within the purview of unfair labour practice as mentioned in the Schedule-V of the Industrial Disputes Act, 1947. Repeatedly such conduct on the part of the management has been deprecated by the Hon'ble Apex Court. In a very recent decision of Hon'ble Supreme Court reported in 2001 (89) I.F.L.R. page 18 (para 16) it has been held as hereunder :

"It is well settled, if work is taken by the employer continuously from daily wage workers for a long number of years without considering their regularisation for its financial gain as against employees' legitimate claim, has been held by this Court repeatedly as an unfair labour practice. In fact, taking work from daily wage worker or ad-hoc appointee is always viewed to be only for a short period or as a stop-gap arrangement, but we find new culture is growing to continue with it for a long time, either for financial gain or for controlling its workers more effectively with Sword of Damocles hanging over their heads or to continue with favoured one in the cases of ad-hoc employee stalling competent and legitimate claimants. Thus, we have no hesitation to denounce this practice. If the work is of such a nature, which has to be taken continuously and in any case when this pattern becomes apparent, when they continue to work for year after year, only option to the employer is to regularise them."

Whatever that has been held as above the same squarely covers the facts of the present case also. It is reiterated that from the materials available on the record it becomes quite evident that under the garb of pretext of work order continuously the works were taken from the concerned workmen for years together. They all have been performing permanent and regular nature of job and after a considerable period when they raised their grievance before the management for their regularisation, instead of conceding their legitimate demand the management took it otherwise and the prevailing system of issuing of work orders in favour of one of the concerned workman was also thereafter stopped. It is not one of those cases where, on the basis of materials it can be held that the engagement was purely contractual for the specific period and for the specific amount. Here is a case where though such few work orders are there but enough materials are available to show that those work orders or the system of contract was mere a device or an attempt to camouflage the real issue and, in fact, all the workmen performed the permanent nature of job under the management and under the supervision of its authority regularly for years together. Not only from the oral evidence that has been led on behalf of the concerned workmen rather several documents have also been filed

the significance or worth of which has already been discussed above. Whereas not a single document has been filed from the side of the management and its witnesses who have deposed before the Court have either made self contradictory statements or have made the statements which rather corroborated the stand taken by the concerned workmen.

8. Thus, in view of all the aforesaid considerations and discussions on the basis of materials on record it is finally concluded that all the nine concerned workmen deserve to be regularised on their respective jobs and pursuant to their regularisation or departmentalisation they deserve to get their wages and benefits in the same way as are being available to a permanent workman performing the same nature of job.

9. The award is, thus, rendered as hereunder :

The action of the management of Katras Choitudih Colliery of M/s. B.C.C. Ltd. of not regularising Deb Narayan Mistry and 8 others, whose names and respective designations are mentioned in the order of reference, is not justified. Consequently, the management is directed to regularise the concerned workmen on their respective jobs within 30 days from the date of publication of this award and to pay the wages and other benefits to them from the date of their regularisation as are being admissible to a permanent workman performing the same nature of job.

However, there would be no order as to cost.

S.H. KAZMI, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3117.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलपीजी बोटलिंग प्लांट, आई.ओ.सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट (संदर्भ संख्या 120/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[सं. एल-30011/9/93-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 3rd September, 2002

S.O. 3317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 120/94) of the Central Government Industrial Tribunal, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LPG Bottling Plant, IOC and their workman, which was received by the Central Government on 2-9-2002.

[No. L-30011/9/93-IR (C-1)]

S.S. GUPTA, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-  
CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : Shri S.M. Goel

I.D. No. 120/94

Manmohan son of  
Shri M.R. Chaudhary, Village and  
Post Office Bolina Doaba,  
Jalandhar (Punjab) Applicant

Versus

M/s. H.P. Karrah, Contractor,  
Village Suchi Pind Post Office  
Chaugati, District Jalandhar (Pb.) Respondent

## Appearances :

For the Workman : None

For the Management : None

## AWARD

(Passed on 26th of July 2002)

The Central Govt. vide notification No. L-30011/9/93-IR(D) Col. I dated 13th of September, 1994 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of M/s. H.P. Karrah, Contractor in LPG Bottling Plant, IOC, Suchi Pind, Jalandhar in terminating the services of Shri Manmohan son of Shri M.R. Chaudhary w.e.f. 12-10-1992 is legal and justified? If not, to what relief the concerned workman is entitled and from what date? "

2. The applicant has filed the claim statement against the respondent against the private contractor alleging therein that he worked with the said contractor w.e.f. 16-1-1990 to 12-10-1992 and his services were terminated by the said contractor without following the mandatory provisions of Section 25-F of the I.D Act although he had put in more than 240 days of service during one calendar year preceding to the date of termination. He has thus prayed for his reinstatement in service with full backwages.

3. Several notices were issued to the management but the management has not put in appearances. During the course of hearing it reveals from the file that the relief sought by the applicant is from the private respondent and not from any institution covered by the jurisdiction of this Tribunal. The said contractor H.P. Karrah is not any institution which comes under the jurisdiction of this Tribunal. So in view of the above the present reference is not maintainable against any individual which is not any institution of the Central Govt. Therefore, the reference is not maintainable. The same is returned to the Central Govt. as not maintainable. Central Govt. be informed.

S.M. GOEL, Presiding Officer

Chandigarh : 26-7-2002

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3118.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल इंडिया लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 265/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[ सं. एल-30012/17/98-आई.आर. (सी-1) ]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 3rd September, 2002

S.O. 3118.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 265/2001) of the Central Government Industrial Tribunal Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil India Ltd. and their workman, which was received by the Central Government on 2-9-2002.

[No. L-30012/17/90-IR (C-1)]

S. S. GUPTA, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

## PRESENT :

Shri S. K. Dhal, OSJS, (Sr. Branch),  
Presiding Officer C.G.I.T.-cum-Labour Court,  
Bhubaneswar

Tr. Industrial Dispute Case No. 265/2001

Date of conclusion of hearing—19th Aug., 2002

Date of Passing Award—20th Aug., 2002

## BETWEEN

The Management of the Chief Manager (Project),  
BEP,  
M/s. Oil India Limited, IDCO Tower, Bhubaneswar.  
1st Party-Management

## AND

Their Workmen represented through  
The General Secretary, Mahanadi  
Petroleum Exploration Employees Union  
(OIL), IDCO Tower, Bhubaneswar .....2nd Party-  
Union

## APPEARANCES :

M/s. S. B. Nanda & Associates, Advocates  
...For the 1st Party-Management.

Shri Niranjana Jha ...For Himself 2nd Party.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following



dispute for adjudication vide their Order No. L-30012/17/98-IR (C-I), dated 21-12-1998;

Whether non-fitment of Shri N. Jata, Technician, and Grade-II in Grade-VIII of Channel-VI by the Management of Oil India is in accordance with the settlement between the Management and the Workman on the issue of promotion policy? If not, to what relief is the workman entitled and from what date?

2. The General Secretary, Mahanadi Petroleum Exploration Employees Union is representing the Workman, Shri N. Jata. The case of the 2nd Party runs thus —

Shri Jata is a Senior Technician-II has been placed in Grade-VIII under Channel-I. The promotion policy as per the Memorandum of Settlement was signed by the 1st Party-Management and the 2nd Party-Union. It is alleged that, the placement of Mr. Jata in Grade-VIII under Channel-I is not proper. He is entitled to be inducted into Grade-VIII under Channel-6 because he is the only Science Graduate recruited as a Junior Tester in the Chemical Department in the erstwhile Grade-Clerical Programme in Short CP-I. He is also entitled for promotion and other consequential benefits of Channel-6 with effect from 1-3-1992. The name of Mr. Jata was sponsored by the Employment Exchange. He appeared the test and interview for the post of Junior Tester and after selection he was appointed as a Junior Tester on 6-5-1985. Shri Jata having higher qualification is entitled for the post in the Grade of CP-1. In respect of Assam and Rajasthan the testers having intermediate qualification were being inducted in CP-2. So, the 1st Party-Management promoted Mr. Jata to the Grade of CP-2 after a lapse of one year. It is stated that, the workman, Mr. Jata having higher qualification is entitled to be placed in Grade-VIII from 1-3-1992, when the date the R and P Policy came in to force. The promotion under Channel-6 is extended to Science Graduates having Diploma Holders with three year experience whereas under Channel-1 the requisite qualification is matriculate only. The workman being a Science Graduate is required to be brought over to Channel-6 on the ground that he was having higher qualification at the time of recruitment and the 1st Party-Management knowing fully well, that intermediate pass is the basic requisite qualification for the Post of Tester called for Science Graduate for the same posts. So, the dispute was raised and after failure of reconciliation the present reference has been made. Prayer has been made to pass award directing the 1st Party-Management to place the workman, Shri Jata in Grade-VIII under Channel-6 with effect from 1-3-1992 with all consequential service entitlement and benefits.

3. The 1st Party-Management has filed their Written Statement. The 1st Party-Management in their Written Statement has submitted that, according to clause-14 of Part-III of the settlement the existing technical employees in clerical programme (CP) or Main Programme (MP) will fall under Channel-1 for the purpose of career progression i.e. length of service. Shri Jata belonged to the clerical programme and being an existing technical employee in the clerical programme, he came under Channel-1 as per the settlement. Mr. Jata, is not entitled to place in Channel-

6 would negate the solemn terms of the Promotion Policy Settlement dated 4-3-1992. The desirable qualification in addition to the educational qualification requirement as per the requisition made to the Employment Exchange was two years experience. Out of several candidates tested and interviewed a panel of four candidates was prepared in which Mr. Jata was in the third position. The only regular post went to the first candidate in the selection list. A temporary vacancy having arisen, the second of the successful candidates though offered such temporary appointment but he did not accept. Thereupon, Mr. Jata being the third in the selection list was given temporary appointment with effect from 6-5-1985 on consolidated emoluments. On 8-5-1986, he was given regular appointment in the post of Junior Tester in Grade-I. The 1st Party-Management has denied that, prior to 1992 promotion policy, intermediate Science was the recruitment qualification for posts of Tester. Mr. Jata accepted the appointment in terms of requisition and as a matter of fact he had specifically given written representation for being recruited against regular vacancies in Grade-I (CP) as Junior Tester with effect from 8-5-1987 he was promoted as Grade-II (CP) Tester. It is further submitted in the Written Statement filed by the 1st Party-Management that, it is not true that Shri Jata was the only man having higher academic qualification at the time of initial entry into the employment of the 1st Party-Management prior to the settlement of the year 1992 having treated in any way differently than what was happened to Shri Jata. Further stand of the 1st Party-Management is that the dispute referred is not maintainable and Mr. Jata, is not entitled for any relief.

4. On the above pleading of the parties, the following Issues have been settled.

1. Whether the reference is maintainable ?
2. Whether the non-fitment of Shri N. Jata, Technician, and Grade-II in Grade-VIII of Channel-VI by the Management of Oil India is in accordance with the settlement between the 1st Party-Management and the Workman on the issue of promotion policy ?
3. If not, to what relief is the workman entitled and from what date ?

#### FINDINGS

5. Before going to the merit of the case it may be stated that leave of the Tribunal was granted to both the parties to be represented through Advocate. After settlement of Issues, as the 2nd Party wanted to adduce oral evidence the case was adjourned to 9-1-2002 for evidence. Subsequently, the Memorandum of Settlement made between the 1st Party-Management and Shri Jata, Workman has been filed in Form-H with a prayer to pass Award according to the terms of the Memorandum of Settlement.

6. In view of the above circumstances, it is not necessary to record any findings in respect of each Issue. The Award is passed according to the terms of the Memorandum of Settlement made between the parties,

which have been filed before this Tribunal in Form-H being signed by the representative of the 1st Party-Management and the Workman in person. The said Memorandum of Settlement dated 19-8-2002 would form part of the Award.

7. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3119.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे, झांसी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, नई दिल्ली के पंचाट (संदर्भ संख्या आई डी नं. 40/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[सं. एल-41012/40/95-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd September, 2002

S.O. 3119.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award I.D. No. 40/96 of the Central Government Industrial Tribunal/Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, Jhansi and their workman, which was received by the Central Government on 02-09-2002

[No. L-41012/40/95-IR(B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

PRESIDING OFFICER : SHRI B. N. PANDEY

I.D. No. 40/96

Shri Shiv Dayal s/o Shri Pati Ram  
Casual Khalasi,  
Through President,  
R.C.S.R.M. Congress,  
2/236, Namner Agra-26 2001

....Workman

*Versus*

Divisional Railway Manager,  
Central Railway,  
Jhansi-273001.

Management

#### AWARD

The Central Government in the Ministry of Labour, vide its Order No. L-41012/40/95-IR (B-1) dated 29-3-96 has referred the following Industrial Dispute to this Tribunal for adjudications :

"Whether the action of D.R.M. (C) Central Railway, Jhansi is justified in not according temporary status on completion of over 120 days continuous working by Shiv Dayal, Casual Khalasi w.e.f. 19-10-84? If not, he is entitled to what relief?"

2. In brief the facts as alleged in the claim statement are that the workman Shiv Dayal was a continuous employee of the management working as a Gangman "Trolleyman" in the supervision of "Rail Path Nirikshak" (Permanent Way Inspector) relaying Central Railway Agra Cantt. w.e.f. 31-10-80 till 25-01-81 and after completing 120 days of service he acquired temporary status; that the workman was removed from the service by the management w.e.f. 19-10-84 without any prior notice and without making any payment in lieu of notice and without giving retrenchment compensation; that since the workman had already acquired temporary status in the service, he could not be removed from service; that at the time of the alleged removal from service the workman was told that he was removed because there was no work in the department for him and he would be engaged again in the service as soon as work becomes available, although junior persons to the workman were retained in the service, that when the workman came to know that his juniors have been retained in the service whereas he has been removed, he preferred his claim before the A.L.C. (C) Lucknow, that many other persons juniors to him like Shri Nek Ram, Salig Ram, Mukesh Kumar and others have been kept in service whereas the workman has been removed, although he had worked continuously with devotion and labour; that the workman has been unemployed after his removal from service. The workman has prayed that he should be reinstated in the service with continuity of service and all consequential benefits including payment of full back wages with interest.

3. The claim of the workman has been contested by the Management. According to its written statement, the workman was kept in service on 20-12-78 and he worked in different periods between 20-12-78 to 18-10-84 under Rail Path Nirikshak (Relaying) Agra Cantt. It is, however, denied that the workman was forcibly removed from service. It has been further alleged that the workman left his service voluntarily; that those persons who have been working continuously and did not ever leave the service, are still working under the employment of the railway management. That the workman was finished in Agra Sub-Division w.e.f. 19-10-84 therefore those workers who had been continuously coming on work were transferred to Mathura relaying, and they are still working there; that the workman Shiv Dayal did not himself come to work after 19-10-84 and he is now making false allegations.

4. Workman also filed rejoinder against the written statement of the management alleging that his services were illegally terminated by the management. He himself did not leave his service as alleged. He reiterated his earlier versions and alleged that the action of the management was in utter violation of the provisions of Sections 25-F and 25-G of the I.D. Act, 1947.

5. Both the parties adduced evidence in support of their case.

6. I have heard representatives of both the sides and perused the file.

7. Admittedly the workman joined on 20-12-78 as casual Khalasi and worked in Engineering Department of the Management between 20-12-78 to 18-1-79 and then again on 3-2-79 to 12-3-1980 and from 24-3-1980 to 18-11-1980 and 24-11-1980 to 18-3-1981, 20-9-84 to 18-10-84. It shows that he had worked for more than 120 days and even 360 days and so he acquired temporary status in accordance with the provisions of the Indian Railway Establishment Manual and the instructions issued thereunder. According to the Management he was never retrenched terminated or outed from the service, but he himself left the service. It has also been alleged by the Management that those workmen who used to come on work are still working in the service. In the affidavit of Shri Anil kumar Taneja for and on behalf of the Management the witness has deposed that the name of the workman Shiv Dayal is still entered in the live Register at Sl. No. 203.

8. In the case of Union of India and others Versus Basant Lal and others reported in 1992 S. C. Cases (L & S) 611. It was observed by the Hon'ble Supreme Court that :—

“It was an admitted case of the railway that the Casual Labourers who have worked continuously for more than 120 days in open line and those who have worked for more than 360 days on projects acquired temporary status and they will be entitled to the rights and privileges admissible to temporary railway servants as laid down in chapter XXIII of the Indian Railways Establishment Manual”.

It was further held that the railway can not deny him the temporary status. Apart from it MWI Shri A.K. Taneja (witness of the Management) stated in his cross-examination that there is no mention of any reason in his affidavit regarding inability of the workman to be given temporary status. Therefore, I am of the view that in view of the admitted facts that the workman worked as casual labour for more than 120 days and even 360 days, hence he acquired temporary status in view of the Railway Establishment Manual.

9. In view of the above discussions, the workman Shiv Dayal became entitled to get temporary status in the service after completion of more than 120 days and also 360 days working as Khalasi. Therefore, I find that the action of D.R.M. (C) Central Railway Jhansi is not justified in not according temporary status to the workman, since he became entitled to get temporary status he also became entitled to get constitutional protection. His services could not be denied terminated without following proper procedure as required under Article 311 of the Indian Constitution. The Management has alleged that his services were never terminated and his name was also entered in the Live Register at Sl. No. 203 which was never struck off. Therefore, he is entitled to and shall be re-engaged in the service as casual labour having temporary

status in the Zone in which he was working on 18-10-84 failing which if there is no vacancy in that zone he may be engaged in any other zone where vacancies exist. His name shall be recorded as earlier, in the casual labour register maintained by the Management, if it has been subsequently removed. The period of service put in by him will also be counted for purpose of his seniority. In the facts and circumstances of the case I find no justification to direct payment of back wages to him. The respondent Management shall comply with the above directions within a period of three months from the date of the publication of the award. Parties shall bear their own costs. The reference is answered as above.

Dated : 27th August, 2002

B. N. PANDEY, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3120.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई डी नं. 93/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2002 को प्राप्त हुआ था।

[सं. एल-12012/327/98-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd September, 2002

S.O. 3120.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 93/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 2-9-2002

[No. L-12012/327/98-IR(B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 12th August, 2002

PRESENT :

K. Karthikyan, Presiding Officer

Industrial Dispute No. 93/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 286/99)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between

the Workman Sri S. Kalyanaraman and the Management of State Bank of India]

BETWEEN

Shri S. Kalyanaraman : I Party/Workman

AND

The Deputy General Manager, : II Party/Management  
State Bank of India, Zonal  
Office, Chennai.

APPEARANCE :

For the Workman : M/s. D. Hariparanthaman,  
V. Ajoy Khose, P. Vijendran,  
Advocates.

For the Management : Sri R. Krishnamachari,  
J. John Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12012/327/98/IR(B-I) dated 26-2-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 41/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on the file as I.D. No. 93/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 30-1-2001 with their respective parties and to prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

When the matter was taken up finally for enquiry on 25-7-2002, both the parties and their respective counsel on record were not present and there was no representation at all on either side, though the matter has been posted as a last chance for the third time 6-5-2002. Since the counsel on either side have not chosen to advance their respective arguments, it is held that there is no argument on either side. Hence, orders were reserved to decide this industrial dispute, on merits, on the basis of the available materials on record.

Upon perusing the Claim Statement, Counter Statement, the relevant records filed on either side, Ex. W1 series, the other material papers on record, and this matter having stood over till this date for consideration, this Tribunal has passed on merits, the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the management of State Bank of India in voluntarily retiring the services of the workman Sri S. Kalyanaraman with effect from 23-4-1993 is justified? If not to what relief he is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri S. Kalyanaraman hereinafter refers to as Petitioner are briefly as follows :—

The Petitioner joined the services of the II Party/Management State Bank of India, the Respondent herein as a Clerk-cum-Cashier in its Thiruchengodu Branch on 29-11-80. His service was confirmed by an order dated 29-5-81. He was transferred from Thiruchengodu Branch to Mayiladuthurai Branch on his request and he joined at Mayiladuthurai Branch on 22-8-82. His entire services was without any blemish. The petitioner was an ulcer patient. Since it became very acute, the Petitioner applied for medical leave on 25-7-92 with medical certificate and submitted leave application for one week directly to the Branch Manager. Again on 1-8-92 the Petitioner submitted another leave application for one week directly to the Branch Manager. Thereafter, he sent leave applications dated 12-8-92 and 19-8-92 to Mayiladuthurai Branch seeking medical leave for one week from 8-8-92 and for 40 days from 15-8-92 respectively. In the meantime, it was suspected by the Doctors that his aged father was suffering from cancer and therefore, his father was subjected to various medical tests to diagnose whether he was suffering from cancer and his father was given various treatments. In these circumstances, the Petitioner had to extend leave to look after his father as there was no one except him. In the meantime, he came to know about his inabsentia transfer from Mayiladuthurai Branch to Tennilai Branch. Therefore, he sent leave applications to Tennilai Branch thereafter. Thus, when the Petitioner was on leave, he was intimated and informed by the postal department that there was a cover from the Respondent addressed to 13, Gandhi Street, Srinivasapuram, Mayiladuthurai. As the Petitioner was not residing in the said address and it was not the address given to the Respondent for communication, the letter was kept by the postal department for more than a week with an endorsement ‘door locked’. Only after the instruction as stated already, the Petitioner received the said cover on 11-5-93. On receipt of the cover only, he came to know that it was a cover communicating the order of termination dated 27-4-93. It has been stated in that letter that he was unauthorisedly absent from 8-8-92 and that a memo dated 23-3-92 had been sent to his last known address calling upon him to report for duty within 30 days. It has been further alleged that since he failed to report for duty by 23-4-93, it was deemed that he had voluntarily retired from service on 23-4-93. The notice referred to in the termination order was not sent to the address given by him. Hence, it should be taken that there was no proper notice further, they should have served thro’ peon since the Respondent has a branch Mayiladuthurai, where he last worked. In any event, they should have made paper publication, hence there was no notice prior to termination. Immediately, the Petitioner went to the Regional Office of the Respondent at Trichy on 27-5-93 to submit his joining report dated 27-5-93. But as the Regional Manager had been to

Hyderabad for training, the Petitioner could not meet the Regional Manager on that day. Therefore, the Petitioner met an officer in the staff section of Regional Office and he informed the Petitioner to report for duty before the Branch Manager at Tennilai Branch. Accordingly, the Petitioner reported for duty before the Branch Manager Tennilai booked with joining report dated 27-5-93. The Branch Manager, Tennilai Branch a telephone call to the Regional Office to confirm as to whether the Petitioner could be allowed to join duty. As the Branch Manager could not get the line, the Branch Manager had not allowed the Petitioner to join duty and also had not accepted his joining report. When the Petitioner went again to Regional Office on the next day, he was told that whether he could be allowed to join duty or not could be decided only after the arrival of the Regional Manager from Hyderabad. When the Petitioner met the Regional Manager after his arrival, the Regional Manager told him that he could not do anything as the union was against the Petitioner and asked the Petitioner to convince the union office bearers. When the Petitioner met the Trade Union office bearers, they told they would inform the Petitioner within two days. As the Petitioner did not receive any information from the union office bearers, he sent his representation dated 27.5.93 on 14.6.93. The Petitioner categorically stated in his letter dated 27.5.93 that he was on leave and stated that he had no intention to leave the job at any point of time and had expresses his readiness and willingness to join duty and also sought for permission to join duty. This letter was followed by reminders dated 6.8.93 and 7.8.93. He had specifically pleaded for reply to his representation dated 27.5.93. The Petitioner had not received any reply from the Respondent and also the Petitioner was not allowed to join duty. On the other hand, the Respondent sent letters dated 9.8.95 and 23.9.95 calling upon the Petitioner to sign some papers to which the Petitioner sent a reply dated 14.10.95 and requested the Respondent to continue him in service. Since there was no reply from the Respondent after his letter dated 14.10.95, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central) by an application dated 12.2.96 against his termination. The conciliation officer issued conciliation notice only on 27.3.98. After the notice of conciliation, the Respondent filed their remarks dated 22.5.98. As the conciliation officer was not able to bring about any mediation, he submitted his failure report dated 18.6.98. The Government of India in turn referred the issue as to the non-employment/termination of the Petitioner to the Tribunal for adjudication. The termination of his service is illegal and unjustified. The Branch Manager who passed the order of termination was not competent authority, therefore the order of termination was illegal and void. Before terminating the service of the Petitioner the Respondent had not served notice on the Petitioner calling for explanation. No notice was served on the Petitioner except the termination order. The Petitioner had not received the alleged notice dated 23.3.93 said to have been sent to the Petitioner as mentioned in the termination order. Therefore, the termination order was illegal and contrary to the very clause of Bipartite Settlement invoked by the Respondent to terminate the services of the Petitioner.

Immediately on receipt of the termination order, the Petitioner immediately reported for duty before the Branch Manager, Tennilai Branch on 27.5.93 and submitted a detailed joining report and stated therein that he had no intention to relinquish his employment with the Respondent. Further, he had categorically stated that he was ready and willing to report for duty and also sought for permission of Respondent in this regard. But the Petitioner was not allowed by Branch Manager to join duty. Further, all the efforts taken by the Petitioner to join duty did not bring any result and turned futile. When the termination order did not precede with any notice as contemplated in the Bipartite Settlement and when the reason for his leave/non-reporting for duty was explained and when he categorically established that he had no intention to relinquish the employment, the Respondent ought to have given employment to the Petitioner. Terminating the services of the Petitioner without issuing him any notice in the manner known to law and without giving him any opportunity to explain his case and without holding enquiry was illegal and violative of principles of natural justice. The Petitioner had periodically sent leave applications on medical ground and also to look after his aged father. When no orders were passed rejecting his leave application, it could not be termed as unauthorised absence. Therefore, terminating the services of the Petitioner on the ground of unauthorised absence was illegal and bereft of application of mind. Unauthorised absence is one of the enumerated misconduct under Bipartite Settlement. Therefore, resorting to termination on the ground of unauthorised absence without holding enquiry and giving him an opportunity to defend himself, is against principles of natural justice and also against the provisions of Bipartite Settlement. Terminating the services of an employee without holding an enquiry either in accordance with Bipartite Settlement or the principles of natural justice and without proving the alleged misconduct of unauthorised absence is contrary to the settled law and legal procedures and also opposed to the decision of the Supreme Court. Even assuming that the Petitioner remained absent unauthorisedly, it is only a minor misconduct and the maximum punishment prescribed even for the proved unauthorised absence is increment cut for six months without cumulative effect. Therefore, at the most the Respondent could have imposed the punishment of increment for six months without cumulative effect, even assuming that the Petitioner remained unauthorisedly absent as contemplated under clause 8 of Bipartite Settlement. Therefore, the terminating the services of the Petitioner on the ground of alleged unauthorised absence that too without holding any enquiry is illegal and contrary to the settlement. The action of the Respondent in terminating the services of the Petitioner amounts to retrenchment under section 2(oo) of the Industrial Disputes Act, 1947. Since the preconditions contemplated under section 25F of the Industrial Disputes Act, 1947 has not been followed by the Respondent before terminating the services of the Petitioner, the termination is illegal and void ab initio. The action of the Respondent is *mala fide*, vindictive and also amounts to unfair labour practice. When the maximum punishment for unauthorised absence is only

stoppage of increment for six months, terminating the services of the Petitioner amounts to colourable exercise of power and also amounts to factual and legal victimisation. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to pass an Award holding that the action of the Respondent in terminating the services of the Petitioner w.e.f. 23-4-1993 is unjustified and consequently direct the Respondent to reinstate the Petitioner with continuity of service, full back wages and other attendant benefits.

3. The averments in the Counter Statement filed by the I Party/Management State Bank of India (hereinafter refers to as Respondent) are briefly as follows:—

On 24-7-92, the Petitioner was transferred from Mayiladuthurai Branch to Tennilal Branch due to administrative reasons. On 24-7-92, when the order of transfer was sought to be served on him at about 1.30 p.m. after going through the order, the Petitioner requested for 10 minutes time for receiving and acknowledging the order. At about 2.00 p.m. he told the Chief Manager that after completing the day's work, he would receive the same. Again at 4.00 p.m. he said that he will receive the letter by 5.00 p.m. But he did not receive the letter and left the bank. The next day at about 10.00 a.m. he attempted to sign the attendance register and he was told that he had already been transferred to Tennilal Branch. He then gave a leave letter accompanied by a medical certificate by registered post. However, he did not join Tennilal Branch and he did not report for duty at Tennilal Branch. He was voluntarily absenting himself from duty since 8.8.92. A communication was sent to him on 23.1.93 calling upon him to report for duty within three days of the receipt of the memorandum, and to explain the reasons for his absence. Again on 23.3.93 the Branch Manager of Tennilal Branch sent a notice to the Petitioner advising him to report for duty within 30 days from the receipt of notice. It was specifically stated in the notice that if he failed to report for duty within the stipulated time, he will be deemed to have voluntarily retired from service. As the Petitioner failed to report for duty another communication was sent stating that he had voluntarily retired from the service as on 23-4-93. The Petitioner was also called upon by the bank to pay one month's pay and allowances in lieu of notice. The Petitioner failed to report for duty and hence, he has voluntarily retired on 23-4-93 for continuous unauthorised absence. Sri S.Kalyanaraman after receipt of all the notices has not reported for duty as he is doing finance business and is giving lectures and religious discourses. The claim made by the Petitioner after the lapse of many years from the date of voluntary vacation of service is clearly time-barred. As already stated, the Petitioner has not submitted leave application after his transfer to Tennilal Branch excepting the first one dated 25-7-92 even though he came to know that his in absentia transfer is false and incorrect. The communications calling upon him to report for duty were sent to his address as per the records of the bank and as intimated by the Petitioner himself. The Petitioner admittedly did not report for duty at Tennilal Branch till 11-5-93 inspite of the orders of transfer dated 24-7-92. The allegation as if that he was not aware of the same is false and incorrect. The allegation that the Regional Manager told the Petitioner that he could not do

anything in the matter, as the staff union was against him is incorrect and is denied. The transfer has nothing to do with the State Bank of India Staff Union. Apart from his first leave letter dated 25-7-92, he had not submitted any leave letter to the bank and the allegation that he was on leave is false and incorrect. He had not submitted any leave letter to the bank nor those applications for leave were sanctioned. The Petitioner having failed to join duty and having failed to respond to the letters sent to him, the Respondent had no other option than to treat his unauthorised absence as abandonment of service and he was advised that he had voluntarily retired from bank's service w.e.f. 23-4-93. Since the Petitioner did not call upon the bank to receive his terminal benefits and failed to submit any application for settlement of his termination benefits, he was advised on 9.8.95 to sign the necessary papers for settlement of his dues. The Petitioner had availed various credit facilities during his service with the bank. In spite of repeated notices, the Petitioner failed and neglected to pay the amounts due in the loan account. In the circumstances, the bank has exercised its right of lien and set off in respect of terminal benefits as per authorisation given by the Petitioner and in respect of gratuity amount and also in respect of bank's contribution of provident fund amount. The bank has taken up the matter with the Trustees of the Provident Fund for receiving the bank's contribution. As the Petitioner failed to pay amounts granted for his housing loan, the bank filed a suit O.S.No. 94 of 1997 on the file of Sub Court, Mayiladuthurai and the same was dismissed. The bank preferred an appeal against the dismissal before the Principal District Court at Nagapattinam. The appeal was allowed and a preliminary decree was passed against the Petitioner on 7-7-1999. None of the grounds raised by the Petitioner are correct, reasonable and proper and the action of the bank is justified on the facts and circumstances of the case. The action of the Respondent/Management is neither mala fide nor vindictive. The Petitioner having voluntarily abandoned the bank's service, he is not entitled to call upon this Tribunal to reinstate him with continuity of service and with back wages. Hence, it is prayed that the claim of the Petitioner is bereft of substance and the Respondent/Bank accordingly prays that the claim of the Petitioner be dismissed with cost.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. Two documents as Ex. W1 series (1 and 2) have been marked on the side of the Petitioner and no document has been marked on the side of the Respondent/Bank. Though the matter has been adjourned to various subsequent days for continuation of enquiry on the request of the counsel on either side, when especially on the side of the Petitioner, none of them has taken interest to prosecute this case further. Then the enquiry has been posted as a last chance on 2-7-2002. Even on that date the learned counsel on either side were not present. On the petition filed by the counsel for I Party, the case was adjourned to 25-7-2002 for enquiry as final last chance and both the counsels were informed that no further adjournment will be granted. On 25-7-2002, as usual, both the parties and their respective counsel on record were not present and there was no

representation on either side. Though the case has been posted for enquiry as last chance for the third time in succession from 6-5-2002, hence orders were reserved to decide the case on merits, on the basis of available materials on records.

5. The point for my consideration is —

“Whether the action of the management of State Bank of India in voluntarily retiring the services of the workman Sri S.Kalyanaraman with effect from 23-04-1993 is justified? If not to what relief he is entitled?”

Point —

6 It is admitted that the Petitioner/Workman Sri S.Kalyanaraman was working as a Clerk-cum-Cashier in the Respondent/Bank branch at Mayiladuthurai had not attended work from 25-7-92. It is the contention of the Petitioner that since his ulcer became very acute, he applied for medical leave on 25-7-92 with medical certificate and submitted the leave application for one week and again 1-8-92, he submitted another leave application and thereafter, he sent leave applications dated 12-8-92 and 19-8-92 to Mayiladuthurai Branch seeking medical leave for one week from 8-8-92 and for 40 days from 15-8-92 respectively. He would further contend that he had to extend leave to look after his aged father, who was suffering from cancer and in the meantime, he came to know that he was transferred from Mayiladuthurai to Tennilai Branch of the Respondent/Bank and therefore, he sent leave applications to Tennilai Branch thereafter. It is his further contention that on information from the postal department, he received a cover on 11-5-93 and came to know that it was a cover communicating the order of termination dated 27-4-93. In that letter, it was stated that he was unauthorisedly absent from 8-8-92 and a memo dated 23-3-93 had been sent to his last known address calling upon him to report for duty within 30 days and that since he failed to report for duty by 23-4-93, it was deemed that he had voluntarily retired from service on 23-4-93. He would further contend that immediately he went to Regional Office of the Respondent at Trichy on 27-5-93 to submit his joining report and as the Regional Manager was away at Hyderabad for training as he was instructed by an officer in the Regional Office, he reported for duty before the Branch Manager, Tennilai with joining report dated 27-5-93. But the Branch Manager had not allowed him to join duty and also had not accepted his joining report. He had no intention to leave the job at any point of time and had expressed his readiness and willingness to join duty and also sought for permission to join duty on 27-5-93. But, it is the contention of the Respondent/Management in the Counter Statement that due to administrative reason, the Petitioner was transferred from Mayiladuthurai Branch to Tennilai Branch on 24-7-92 and that when the order of transfer was sought to be served on him at about 1.30 pm, the Petitioner after going through the order requested for ten minutes time for receiving and acknowledging the order. Then at about 2.00 pm he told the Chief Manager that after completing the day's work, he would receive the same and again at 4.00 pm he said that he will receive the letter by 5.00 pm. But he did not receive the letter and left the bank and that the next day at about

10.00 am he attempted to sign the attendance register and when he was told that he had already been transferred to Tennilai Branch, he gave a leave letter accompanied by a medical certificate by registered post and that he did not join Tennilai Branch and he did not report for duty at Tennilai Branch, but voluntarily absented himself from duty since 8-8-92. It is the further contention of Respondent/Management that the communication was sent to him on 23-1-93 calling upon him to report for duty within three days of the receipt of that memo and to explain the reasons for his absence and that again on 23-3-93 the Branch Manager of Tennilai, sent a notice to the Petitioner advising him to report for duty within 30 days from the receipt of notice and in that notice, it was specifically stated that if you fail to report for duty within the stipulated time, you will be deemed to have voluntarily retired from service. It is further contended that as the Petitioner failed to report for duty another communication dated 27-4-93 was sent stating that he had voluntarily retired from service as on 23-4-93 and the present claim has been made by the Petitioner after lapse of many years from the date of voluntarily vacation of service and it is time barred. EX. W1(1) is the order dated 27-4-93 sent by the Branch Manager, Tennilai to the Petitioner to his Mayiladuthurai residential address by registered post. It is stated in that order that the Petitioner has been advised that he was absented from duty unauthorisedly since 8-8-92 and a memo dated 23-3-93 was sent to him by registered post calling upon him to report for duty within 30 days of that notice and since he had failed to report for duty, it is deemed that he had voluntarily retired from service on 23-4-93. The addressed postal cover through which Ex. W1(1) has been sent by registered post to the Petitioner's Mayiladuthurai residential address is Ex. W1(2). Except filing this Ex. W1 series, the Petitioner has not chosen to file any other document as evidence to support his contention in the Claim Statement and he has not chosen to give any oral evidence also with regard to his averment in the Claim Statement. The specific averment made in the Counter Statement in para 3 in respect of the Petitioner evading to receive the transfer order dated 24-7-92 from the Mayiladuthurai Branch has not been denied as false by the Petitioner and the same remained as un rebutted allegations against the Petitioner. It is further alleged in the Counter Statement that apart from his first leave letter dated 25-7-92, the Petitioner had not submitted any leave letter to the bank and that his allegation that he was on leave is false and incorrect. It is further contended that no leave has been sanctioned for the Petitioner for his absence from duty. To disprove that allegation, the Petitioner has not let in any oral or documentary evidence that he has already submitted leave applications for his absence with proper medical certificate. From Ex. W1(1) it is seen that the Petitioner has been duly informed by the Respondent/Bank that he has been deemed to have voluntarily retired from service on 23-4-93. This communication has been sent by registered post on 27-4-93 and was received by the Petitioner through registered cover Ex. W1(2). Only after the receipt of that communication from the Respondent/Bank, he has chosen to report for duty on 27-5-93 before the Regional Officer at Trichy first and thereafter the Branch Manager, Tennilai Branch next. From this, it is seen that the Petitioner was



absent on duty from 25-7-92, the day subsequent to his knowledge of the order of transferring him from Mayiladuthurai Branch to Tennilai Branch on 24-7-92 and he did not report for duty at Tennilai Branch. So, it is contended by the Respondent/Management that the question of permitting the Petitioner to join duty, after his voluntary cessation of service having taken effect, does not arise. The Petitioner would contend that before terminating the service of the Petitioner, the Respondent had not served notice on him calling for explanation and except the termination order, he was not served any notice and he had not received alleged notice dated 23-3-93 mentioned in the termination order and the termination order did not precede with any notice as contemplated in the Bipartite Settlement and when the reason for his non-reporting for duty was explained and when he established that he had no intention to relinquish the employment, the Respondent ought to have given employment to him and it is his further contention that without giving opportunity to explain his case and without holding enquiry, terminating his services by the Respondent/Management was illegal and violative of principles of natural justice. Though it is his contention that he has periodically sent leave applications on medical grounds, he has not let in any acceptable evidence to prove the same. So, it is not open for him to contend that no orders were passed rejecting his leave application and hence, it cannot be termed as unauthorised absence. The Respondent would contend that the services of the Petitioner were not terminated but he has voluntarily abandoned the service and in spite of necessary notices were issued to the Petitioner to enable him to join duty, he failed to avail the opportunity and join duty and hence, the question of holding an enquiry does not arise. In a case reported as 2001 LLR 743 BEEMAGUNJU Vs. FOOD CORPORATION OF INDIA the Hon'ble Kerala High Court has held that "an analysis of recent trend in the decisions of the Apex Court, it cannot be stated in absolute terms that it is mandatory to conduct a domestic enquiry before taking disciplinary action against a workman proceeded against for unauthorised absence". It is further held that "failure of workman to report for duty despite opportunity to join within stipulated time or explain the position to the satisfaction of the management enables the management to presume that the workman had abandoned the employment and such abandonment does not amount to misconduct calling for holding of enquiry to comply with the principles of natural justice". This decision is squarely applicable to the facts of this case. So, before ever the order has been passed by the Respondent/Management treating the long absence of the Petitioner for duty as voluntary abandonment cannot be considered as incorrect, since as per the above decided case, the said misconduct does not call for holding an enquiry to comply with the principles of natural justice by the Respondent/Management. So, the action of the management of State Bank of India in voluntarily retiring the services of the workman Sri S Kalyanaraman w.e.f. 23-4-93 cannot be said to be unjustified.

7. As it is contended by the Respondent Management in the Counter Statement, the Hon'ble Supreme Court has

held in a case reported as 2000 1 LLJ 1630 SYNDICATE BANK Vs. GENERAL SECRETARY SYNDICATE BANK STAFF ASSOCIATION AND ANOTHER that "action has been taken by the bank under clause 16 of the Bipartite Settlement. It is not disputed that the workman absented himself for work for the period of 90 or more consecutive days, it was thereafter, the bank served a notice on him calling upon to report for duty within 30 days of the notice stating therein the ground for the bank to come to the conclusion that the workman had no intention of joining duties. He did not respond to the notice at all. On expiry of the notice period, the bank passed an order that workman had voluntarily retired from the service of the bank". As it is seen in this case, in the cited case also, the notice was sent to the correct address of the workman on 23-1-93 calling upon the Petitioner to report for duty within 30 days of the receipt of the memorandum and to explain the reasons for his absence and again on 23-3-93 the Branch Manager of Tennilai Branch sent a notice to the Petitioner advising him to report for duty within 30 days from the receipt of the notice and in that notice itself, the Petitioner was informed that failure to report for duty within the stipulated time, he will be deemed to have voluntarily retired from service and then only, on seeing that the Petitioner failed to report for duty a communication dated 27-4-93 was sent to the Petitioner stating that he had voluntarily retired from service as on 23-4-1993. In the above cited case itself, the Hon'ble Supreme Court has held that "an enquiry would have been necessary, if the workman had submitted his explanation, it was not acceptable to the bank or contended that he did report for duty but was not allowed to join by the bank". Nothing of the like has happened here. So, these facts of the cited case are similar to the case in hand. So, the decision of the Hon'ble Supreme Court cited above is squarely applicable to the present case. Under such circumstances, it can be easily concluded that the action of the management of State Bank of India in voluntarily retiring the services of the workman Sri S.Kalyanaraman w.e.f. 23-4-93 is justified and hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

8. In the result, an Award is passed holding that the 1 Party/Workman Sri S.Kalyanaraman is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th August, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:- None  
On either side

Exhibits marked-

Ex.No.	Date	Description
W 1 (1)	27-4-93	Original order of termination issued to the Petitioner by Respondent/Management



W1(2) Nil Original postal cover in which the order dated 27-04-93 was communicated to the Petitioner by the Respondent/Management

For the II Party/Management :— Nil

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3121.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, हैदराबाद के पंचाट (संदर्भ संख्या आई डी नं. 165/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[ सं. एल-12012/15/2001-आई. आर. (बी-1) ]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd September, 2002

S.O. 3121.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 165/2001) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 02-09-2002.

[No. L-12012/15/2001-IR(B.I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT  
HYDERABAD

#### PRESENT

Shri E. ISMAIL, Presiding Officer

Dated : 17th July, 2002

INDUSTRIAL DISPUTE NO. 165/2001

BETWEEN

Sri Jannu Mohan,  
C/o J. Lingaiah,  
H. No. 11-24-560, Pochamma Maidan,  
WARNAGAL-506 367.

....Petitioner

AND

The Asst. General Manager  
(Personnel & HRD),  
State Bank of India,  
Local Head Office,  
Bank Street, Koti,  
Hyderabad-500095.

.....Respondent

#### APPEARANCES:

For the Petitioner : M/s Damodar Reddy Pandem, Advocates.

For the Respondent : M/s B. G. Ravindra Reddy, Advocates.

#### AWARD

The Government of India, Ministry of Labour by its order No. L-12012/15/2001-IR(B.I) dated 21-8-2001 referred the following dispute under section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workman. The reference is,

#### SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri Jannu Mohan, S/o Kanakaiah, Non-Messenger, Lead Bank, Hanamkonda, Warangal Dist. (A.P.) w.e.f. 31-3-1997 is justified or not? If not, what relief is the applicant entitled to?"

The reference is numbered in this Tribunal as I.D. No. 165/2001 and notices issued to the parties.

2. In spite of several adjournments given from 1-11-2001 for filing of claim statement and documents for Twenty adjournments including 17-7-2002. The petitioner has not turned-out with claim statement and documents in spite of number of adjournments and the petitioner has failed to produce any evidence in support of his claim. Therefore, the reference is ordered against the petitioner and it is held that the petitioner is not entitled for any relief.

Accordingly a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 17th day of July, 2002.

E ISMAIL, Presiding Officer

#### Appendix of evidence

Witnesses examined for the  
Petitioner

NIL

Witnesses examined  
for the Respondent

NIL

#### Documents marked for the Petitioner

NIL

#### Documents marked for the Respondent

NIL

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3122.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण कम लेबर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संख्या आई सी नं. 164/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[ सं. एल-12012/64/89-आई. आर. (बी-1) ]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 3rd September, 2002

**S.O. 3122.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID No. 164/89) of the Central Government Industrial Tribunal/Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 02-09-2002.

[No. L-12012/64/89-IR(B.I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, CHANDIGARH

Presiding Officer Shri S. M. Goel

**ID No. 164/89**

General Secretary, State Bank of India Staff Congress,  
719, Sector 22-A, Chandigarh. ....Applicant.

V/s.

Regional Manager, State Bank of India, Regional  
Office Haryana & U.T. Chandigarh, Sector-8-C,  
Chandigarh. ....Respondent.

#### REPRESENTATIVES

For the workman : Sh. J. G. Verma

For the Management : Sh. Ajay Kohli.

#### AWARD

Dated : 6-8-2002

The Central Govt. Ministry of Labour vide Notification No. L-12012/64/89-I.R. (B.3) dated 19th October 1989 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Regional Manager Region-II State Bank of India, Regional Office (Haryana) Chandigarh in denying the preferential appointment to Shri Balbir Singh, Casual Labour, Hissar Mandi is justified? If not, what other relief the workman is entitled to and with what effect?”

2. In the claim statement it is pleaded that the applicant Balbir Singh was employed by the respondent bank in Feb. 1980 as messenger and he worked for 126 days. He was again employed in April 1982, 1983 and 1984 and completed 88 days. He was also employed for 27 days

in Patel Nagar Delhi Branch. After the termination of the applicant at Hissar Branch one Shri Dev Raj and after words Shri Raj Kumar was employed by the bank without offering further appointment to the workman which is unfair labour practice. Thus the applicant prayed that he be reinstated in service and be treated in continuous service from the date of his first termination at Hissar Mandi Branch with full salary and other benefits.

3. The management in written statement has taken preliminary objection that the petitioner has no right of appointment in view of the judgement of Hon'ble Kerela High Court in 1986 K.L.T. 801 and the applicant was minor at that time thus the appointment itself is void-*ab-initio*. It is also pleaded that in view of the B.P. Settlement dated 17-11-1987 the petitioner was considered for permanent appointment and was interviewed on 5-12-1988 but he was not found suitable and now the applicant can not claim any right of appointment. It is admitted that applicant was appointed on day to day basis as per the details given by the applicant and he was given specific letters of appointment and thus his case is covered U/s 2(oo) (bb) of the Act 1947. It is admitted that after his disengagement Dev Raj and Raj Kumar were employed and it is local arrangement by the branches. It was thus requested that the reference may be rejected.

4. Replication was also filed reiterating the claim made in the claim petition.

5. In evidence, the applicant filed his own affidavit Ex. W1 and deposed all the facts as in the claim statement. In rebuttal the management produced Shri Lokesh Ahuja as MW1 who filed his affidavit Ex. M1 in evidence.

6. I have heard the representative of the parties and have gone through the evidence and record of the case. The facts of the case are not disputed. The only point to be determined is whether there is any violation of Section 25-H of the I.D. Act. It is admitted by the management that Shri Dev Raj and after wards Shri Raj Kumar were employed by the Hissar Branch of the bank after terminating the services of the applicant. It is argued by the learned representative of the management that they were employed for a short period and the manager appointed them as a local arrangement and thus there is no illegality in engaging the other person and the applicant is not entitled to be engaged and appointed in the bank. He has also relied on the award passed by this Tribunal in the case of ID 75/87 Ashok Soni Vs. State Bank of India. I have gone through the case cited by the rep. of the management and in my considered opinion, the facts of the case in hand are different from the case cited by the rep. of the management. It is admitted by the management that after the termination of the applicant two persons were employed in the bank and no opportunity and preference was given to the applicant while engaging these two persons thus the management has violated the provisions of Section 25-H of the I.D. Act 1947 and thus the workman is entitled for reinstatement in service.

7. It is further argued by the learned representative of the management that at the time of his initial appointment the applicant was minor and his initial engagement be

declared as void-*ab-initio*. But in my considered opinion at the time of his second appointment he was not minor and he was at the age of maturity and the interview held in the year 1989 is also not covered as opportunity of employment as he was not given preferential treatment at the time of engagement of Dev Raj and Raj Kumar. Thus the applicant is entitled for reinstatement in service. The applicant has not alleged any where in the claim statement that he was not gainfully employed from the date of termination. Thus is the totality of the circumstances, the applicant is not entitled to any backwages. The reference is answered accordingly. Central Govt. be informed.

Chandigarh 6-8-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2002

का. आ. 3123.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संख्या आई डी नं. 143/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-09-2002 को प्राप्त हुआ था।

[ सं. एल-12012/67/89-आई. आर. (बी-1) ]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 3rd September, 2002

S.O. 3123.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 143/89) of the Central Government Industrial Tribunal/Labour Court, Chandigarh Now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 2-9-2002

[No. L-12012/67/89-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,

CHANDIGARH

I. D. NO. 143/89

S. M. GOEL, Presiding Officer

General Secretary,  
State Bank of India Staff Congress,  
719 Sector 22-A, Chandigarh-160022 ... APPLICANT

V/s.

Regional Manager,  
State Bank of India Region-3,  
Regional Office, Haryana,  
Sector 8-C, Chandigarh-160 008.

Respondent

#### REPRESENTATIVES :

For the Workman : Sh. J. G. Verma

For the Management : Sh. Ajay Kohli

#### AWARD

Dated 7th August, 2002

The Central Government, Ministry of Labour, vide Notification No. L-12012/67/89- I.R.(B-3), dated. 7th September, 1989 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Regional Manager, SBI, Region III Haryana, Sector 8-C, Chandigarh in reverting Sh. Gurjeet Singh Cashier, NMA, Sirsa subordinate cadre w.e.f. 6-10-87 on the ground that the certificate of Matriculation from the Central Board of Higher Education, New Delhi is not recognised one is justified? If not, to what relief, the workman concerned is entitled to?"

2. In the claim statement it is pleaded by the applicant that he joined the bank on 13-10-1975 as messenger and at that time his educational qualification was middle pass. However, he passed the matric exam from Central Board of Higher education New Delhi and he submitted the original certificate to the bank. On the basis of this, the bank advised him to appear at the promotional test from messenger to clerical post and he was promoted and on 1-3-1984 was posted as cashier. On 1-10-1987 the bank issued him show cause notice that the certificate produced by him is not from the recognised board and why he should not be reverted. The applicant submitted his reply but his contention was rejected by the Regional Manager. It is pleaded by the applicant that no enquiry or charge sheet was given before inflicting the punishment of reversion which is against the spirit of Shastri Award. It is thus prayed that the management be directed to restore the clerical cadre to the applicant with retrospective effect with full wages.

3. In written statement it is pleaded that promotion of the applicant from messenger to clerical cadre itself is void-*ab-initio*, there from he can not claim the promotion as a matter of right. It is pleaded that the petitioner had passed the matric examination from the Board which was not recognised and the authorities accepted the said certificate due to mistake in the similarity in the name of the above Board with the name of Govt. recognised Board. It is found on enquiries that the certificate produced by the applicant is a private institution and he can not be considered as having a passed the matric exams which is basis qualification for the clerical job. It is pleaded that since the petitioner was reverted to the original cadre after show cause notice, therefore, no charge sheet or enquiry was required to be conducted and the bank has rectified its mistake as soon as it come to their notice. Thus the applicant is not entitled to any relief in this reference and the reference deserves to be rejected.

4. Replication was also filed reiterating the claim made in the claim statement.

5. In evidence, the applicant filed his own affidavit Ex. W1 and also the documents Ex. W2 to W3. In rebuttal the management produced MW1 Jas Singh Dy. Manager who filed his affidavit Ex. M1 and he also relied on documents Ex. M2 to M6.

6. I have heard the learned representatives of the parties and have gone through the evidence and record of the case. The facts of the case are not disputed. It is admitted by the parties that on the basis of test held the applicant was promoted and the certificate which was given by the applicant to the bank was not from the recognised Board and he was reverted when the bank came to know of the mistake. It is argued by the learned representative of the applicant that before reversion, no charge sheet was given to the applicant not any enquiry was held, which is against the principle of natural justice. Moreover, the applicant was promoted on 1-3-1984 as clerk, on the basis of the test and he gained sufficient experience also of the post. On the other hand, it is argued by the learned representative of the management, that the promotion of the applicant was made on the basis of certificate of matriculation which was not from the recognised board, thus the promotion itself was void-ab-initio and he can not claim the same as a matter of right. I have considered the arguments advanced by the learned representatives of the parties. In my considered opinion, the applicant worked on the promotion post of clerk from 1-3-1984 and he was reverted on 1-10-1987, thus he has not only gained sufficient experience of the post but he also passed the promotional test. The rep of the workman has drawn my attention to the authority of the Hon'ble Supreme Court in the case of Bhagwati Parshad Vs. Delhi State Mineral Development Corporation reported in AIR 1990 S.C. 371 wherein it was held by the Hon'ble Supreme Court that practical experience would always aid the person to effectively discharge the duties and is a surc guide to assess the suitability. The Initial minimum educational qualification prescribed for the different posts is undoubtedly a factor to be reckoned with, but it is so at the time of the initial entry into the service. Once the appointments were made as daily rated workers and they were allowed to work for a considerable length of time, it would be hard and harsh to deny them the confirmation in the respective posts on the ground that they lack the prescribed educational qualification. It is admitted by the witness of the management in cross-examination that at present the applicant was posted as cashier-cum-record keeper and he was regularly promoted after 10 years of service and is in the clerical cadre. Thus the applicant deserves to be continued in clerical cadre from 1-3-1984 itself and order of reversion dated 1-10-1987 is quashed. The management is directed to treat the applicant as promoted w.e.f. 1-3-1984 and pay him the difference in his backwages within one month from the Publication of the Award. The reference is answered accordingly. Central Govt. be informed

Chandigarh : 7-8-2002

S.M. GOEL, Presiding Officer

नई दिल्ली, 5 सितम्बर, 2002

का. आ. 3124.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई डी नं० 287/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-2001 को प्राप्त हुआ था।

[सं. एल-12012/229/99-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th September, 2002

S.O. 3124.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 287/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 3-9-2002.

[No. L-12012/229/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,

CHENNAI

Monday the 12th August, 2002

Present :

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 287/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 286/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri R. Manickam and the Management of State Bank of India.

BETWEEN

Shri R. Manickam : I Party/Workman

AND

1 The Zonal Officer, : II Party/Management  
State Bank of India,  
Zonal Office,  
Madurai

2. The General Manager,  
State Bank of India, Chennai

**APPEARANCE :**

For the Workman : M/s. Balan Haridas,  
R. Kamatchi Sundaresan,  
Advocates

For the Management : M/s. S. Kanniah and  
K. Selvaraj, Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12012/229/99/I.R.(B-I), dated. 11-11-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 286/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 287/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case of this Tribunal, with a direction to appear before this Tribunal on 13-02-2001 with their respective parties and the prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

When the matter was posted for arguments on 22-7-2002, the learned counsel on either side remained absent and there was no representation at all on either side. Since the matter is pending for arguments from 24-01-2002 and the counsel on either side have not chosen to advance their respective arguments, it is held that there is no argument on either side. Hence, orders were reserved to decide this industrial dispute, on merits, with the available materials on record.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side, and this matter having stood over till this date for consideration, this Tribunal has passed on merits, the following :—

**AWARD**

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of State Bank of India, in discharging the services of the workman Sri R. Manickam with effect from 9-1-1993 is justified? If not, to what relief is he entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri R. Manickam (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of the Respondent on 26-05-1977 as a Clerk-cum-Cashier. He joined in the

branch office of the Respondent in Sivakasi. In 1981, the Petitioner was designated as full time cashier. The Petitioner during the period from 1977 to 1990 worked in the various branches of the Respondent Bank. He had put in blemishless service in the Respondent/Bank. The Petitioner was issued a charge sheet dated 21-01-91 alleging certain misconduct. In respect of the charge that the Petitioner was unauthorisedly absent from duty, the Petitioner submitted that he had sent leave letter to the Respondent/Bank along with medical certificate. The Respondent/Bank after receiving leave letters did not reject it, on the other hand, it had directed the Petitioner to appear before the Medical Board. The Petitioner accordingly, appeared before the medical board and when the medical board gave fitness certificate, the Petitioner joined duty. The Petitioner has replied to the memos issued by the Respondent. With regard to the allegation that the Petitioner had borrowed from Mr. Renganathan and Ananthanarayanan, he submits that due to family circumstances he had borrowed and the same was repaid and the entire outstanding was liquidated. In the case of Anathanarayanan for the sum borrowed he had given a false criminal case against the Petitioner as Criminal Case No. 78 of 1981 before the Judicial Magistrate No. 4, Madurai. The said criminal case ended in acquittal of the Petitioner on 25-2-93. Even in the case of Anathanarayanan the entire outstanding was liquidated. The amount which had been mentioned as borrowed from the said two persons are meagre amounts, which were well within the reach of the Petitioner to repay. Unfortunately, he could not repay in time due to certain compelling family circumstances. However, the Petitioner had repaid it, which will demonstrate that he had no intention to cheat anybody. False criminal complaint was dismissed. Therefore, the question of involving moral turpitude will not arise. Unfortunately these facts were not taken note by the Respondent/Bank and it proceeded to charge sheet the Petitioner on imaginary, flimsy and baseless allegations. The Petitioner was suffering from jaundice, viral hepatitis and meningitis. He has submitted medical certificate and leave letter for his absence. Further his wife, father were sick and he had to take care. On recovering from sickness he had reported for duty along with the medical fitness certificate issued by the Respondent/Bank's Doctor. Thereafter, he was permitted to join duty on 12-01-89 and the Petitioner had also joined duty. Thereafter, due to this, he had availed leave for very brief period only. He had submitted his representation dated 26-7-89 and 01-09-89 to the Respondent explaining the reasons for absence and the Respondent/Bank accepting the reasons given by the Petitioner for his absence from 7-4-89 to 12-9-89 allowed him to join duty on 13-9-89. After joining duty the Petitioner has discharged his work and in fact, he had been transferred to Villathikulam Branch. With a view to harass the Petitioner for no fault of his, the Respondent/Bank in a belated attempt issued the charge sheet dated 21-01-91. The domestic enquiry ordered by the Respondent/Bank was conducted in a most unfair manner. To the knowledge of the Petitioner, no documents were marked in the enquiry. Further, no witness were examined

on the side of the Respondent/Bank. The entire enquiry proceedings was recorded in a most unfair manner. The enquiry Officer even did not remind the Petitioner that he is entitled to assistance of a co-employee. The enquiry Officer further did not explain the procedures of the domestic enquiry. The proceedings were recorded in manner unknown to law and in utter violation of principles of natural justice. After conducting such a farce of an enquiry, the Enquiry Officer had given a finding dated 16.11.92 stating that all the charges framed against the Petitioner are proved. It is not known on what basis the Enquiry Officer had given such a finding, when there was no material on record to hold the Petitioner guilty of the charge. The Enquiry Officer's report will demonstrate that his finding has no nexus with any documentary evidence or oral evidence let in by the Respondent/Bank. In a cryptic manner, the Enquiry Officer held the Petitioner guilty of the charges. The findings of the Enquiry Officer is perverse without any basis and contrary to evidence on record. The Enquiry Officer did not apply his mind to the issue in question and had merely extracted the charges and held them to be proved without giving any reasons. Even the Disciplinary Authority has not applied his mind to the issue in question. The Disciplinary Authority enclosed the enquiry proceedings and Enquiry Officer's report along with his second show cause notice dated 3.12.92. In the said notice, he has proposed punishment of discharge from service. Thereafter, the Disciplinary Authority by his order dated 9.1.93 imposed the punishment of discharge from service. The appeal preferred by the Petitioner was also rejected. The Petitioner was not given with the findings of the Enquiry Officer before proposing the punishment of discharge. He was given hearing only for the penalty and not on the enquiry report. If the Petitioner was given a copy of the enquiry report before proposing punishment, he would have convinced the Disciplinary Authority that the findings of the Enquiry Officer was perverse, contrary to evidence on record. Further, he would have brought to his notice that there was no enquiry and that in the alleged enquiry, no documents were marked and no witnesses were examined to prove the charges and therefore, there is no basis for findings of the Enquiry Officer. This valuable opportunity was denied to the Petitioner resulting in grave prejudice. On this ground alone, the enquiry has to be set aside. The enquiry was conducted in a most unfair manner and against the principles of natural justice. In the enquiry, no witnesses were examined and no documents were marked. Therefore, such an enquiry cannot be the basis for awarding the capital punishment of discharge on the Petitioner. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to set aside the domestic enquiry conducted by the Respondent as unfair, unjust and as one against the principles of natural justice. The extreme punishment of discharge is grossly disproportionate to the charges levelled against him and therefore, it is prayed that this Hon'ble Tribunal may be pleased to interfere with the quantum of punishment under section 11A of the Industrial Disputes Act, 1947 and direct the Respondent/

Bank to reinstate the Petitioner with full back wages, continuity of service and all other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management State Bank of India (hereinafter refers to as Respondent) are briefly as follows :—

The Petitioner during the course of his employment has indulged in many outside borrowing and he has also misused the bank's money which he got by way of vehicle loan. For these misconducts, he was first charge sheeted in the year 1987 and in the domestic enquiry all the charges levelled against him were proved. The Disciplinary Authority however, took pity on his family position and awarded him a lighter punishment i.e. stoppage of increment for two years with effect of postponing future increments. Aggrieved against this, the Petitioner filed an appeal to the Deputy General Manager, the Appellate Authority, who has reduced the punishment to one that of stoppage of increment for one year with effect of postponing future increments. The Petitioner's attitude even after the said incident has not changed and he became a habitual absentee to the office. He has been reminded by the Branch Manager many times by issuing memos asking him to attend the office regularly. The Petitioner did not adhere to the instructions of the bank and he was absenting himself for a long time. After a particular period, the Petitioner approached the bank with a leave letter enclosing a medical certificate. The bank directed the Petitioner to appear before the bank's medical officer for verification of the certificate given by his Doctor. The Petitioner did not appear before the medical officer. After many reminders he went to the medical officer, however, he refused to under go the tests suggested by him. The bank then, initiated steps and served notice to the Petitioner to consider his absence as voluntary termination of employment. In the meantime, the Petitioner approached the bank and requested that he might be allowed to join duty. He was sent to the Medical Officer and based on the fitness certificate given by the Medical Officer, the Petitioner was permitted to join duty after the bank reserved its rights to proceed against him for the unauthorised absence. The Petitioner has once again indulged in outside borrowings and the bank has received many Garnishee notices. In spite of repeated reminders the Petitioner did not bother to close the outside borrowings. Also, the bank came to know that the Petitioner was involved in a criminal case under section 420 r.w.s.34 of IPC for cheating and he was taken to custody by the Inspector of Police. Hence, the bank found it expedient to initiate disciplinary action against him. Accordingly, a show cause notice was issued on three occasions, that he was absent unauthorisedly for a total number of 585 days during 1987, 1988 and 1989 that a garnishee order was served on him for attachment of his salary for non-payment of debts incurred from outside parties and that he was involved in a criminal case under section 420 r.w.s. 34 of IPC. The Petitioner has failed to give an explanation for the said show cause notice. Hence, the bank conducted a domestic enquiry to probe into the charges. After protracted proceedings the workman has appeared before the Enquiry Officer and to an extent he has accepted all the charges framed against him. Hence,

the Enquiry Officer submitted his report found the Petitioner guilty of all the charges based upon the enquiry. Relying upon the said findings of the Enquiry Officer, Disciplinary Authority proposed the punishment of discharge from service, which was confirmed by the Appellate Authority. Thus, his services were terminated on a proved misconduct in a properly conducted domestic enquiry. The Petitioner having aggrieved against the action of the bank has raised an industrial dispute and the same has been referred to this Hon'ble Tribunal for adjudication. The domestic enquiry was conducted in a fair manner and all the procedural rules of proceedings were followed strictly. The Petitioner attended the hearings subsequently and participated in the proceedings. Having participated in the proceedings, it is not open for him now to criticise and attribute motives. The re-payment after commission of offence will not absolve the employee from commission of the alleged misconduct. The Petitioner was paid all the retirement benefits and he is not deprived of any monetary benefits by retiring from service. Thus, the present claim does not have any merit and this has to be rejected. The impugned orders of discharge passed against the Petitioner are perfectly valid. If this Hon'ble Tribunal during the course of the proceedings observes that there were some lapses on the part of the Respondent while conducting the proceedings, the Respondent/Bank may be allowed to lead both oral and documentary evidence in support of their claim. By providing such opportunity, as prayed for, no prejudice will be caused to the Petitioner. Under the above circumstances, there are absolutely no merits in the above claim petition. Hence, it is prayed that the same may be dismissed.

4. When the matter was taken up finally for enquiry, no one has been examined on either side. Documents filed on either side have been marked with the consent of learned counsel on either side as Ex. W1 to W7 and M1 to M16 respectively. Since the matter is pending for arguments from 24.01.2002 and the learned counsel on either side have not chosen to advance their respective arguments, it is held that there is no argument on either side. Hence, orders were reserved to decide this industrial dispute, on merits, with the available materials on record.

5. The point for my consideration is -

"Whether the action of the management of State Bank of India in discharging the services of the workman Sri R. Manickam with effect from 09.01.1993 is justified? If not, to what relief is he entitled?"

Point : —

This industrial dispute has been raised by the I Party/workman Sri R. Manickam against the II Party/Management State Bank of India challenging its action in discharging him from service w.e.f. 9.1.93 as unjustified. It is admitted that the Petitioner joined the Respondent/Bank as Clerk-cum-Cashier on 26.5.77 at Sivakasi Branch and then he worked in various branches of the Respondent/State Bank of India. The Petitioner was issued a charge memo dated 21.1.91 alleging that while he was working at Madurai Branch, he stayed away from duty unauthorisedly for the

period of 581 days during 1987, 1988 and 1989 and that he had indulged in outside borrowings and the bank has received many garnishee notices and he did not bring to close those outside borrowings in spite of repeated reminders by the Respondent/Bank and that he had involved in a criminal case under section 420 read with section 34 I.P.C. for an act of cheating and was taken into custody by the Inspector of Police. Ex. W1 is the xerox copy of the charge memo dated 21.1.91 issued to the Petitioner. In pursuance of the issuance of charge memo, the Respondent/Management has initiated disciplinary proceedings and conducted a domestic enquiry. The xerox copy of that enquiry proceedings is Ex. W2. On completion of the domestic enquiry and submission of the report by the Enquiry Officer, the Disciplinary Authority had issued an order proposing the punishment for the proved misconduct and had advised the Petitioner to appear for personal hearing and to submit his written submission in the hearing if so he desired. The xerox copy of the order dated 3.12.92 given to the Petitioner by the Disciplinary Authority is Ex. W3. Along with that order under Ex. W3, copies of enquiry proceedings with the Enquiry Officer's findings were also enclosed. The Disciplinary Authority, after the personal hearing given to the Petitioner, on 14.12.92 and after considering the findings of the Enquiry Officer and proceedings of the enquiry along with the past record of the service of the Petitioner, imposed the proposed punishment of discharging the Petitioner from the service of the Respondent/Bank. The xerox copy of that punishment order dated 9.1.93 passed by the Disciplinary Authority is Ex. W4. Against that punishment awarded by Disciplinary Authority, the Petitioner preferred an appeal to General Manager of the Zonal Office of the Respondent/Bank at Madurai, the Appellate Authority. The xerox copy of that appeal is Ex. W5. The Appellate Authority passed an order dated 21.7.93 confirming the punishment given by the Disciplinary Authority. The xerox copy of the same is Ex. W6. Ex. W7 is the xerox copy of the order passed by the Judicial Magistrate No. 4 Madurai on 25.2.93, for non-prosecution of that case filed by the complainant Ananthanarayanan against the Petitioner, the Petitioner was discharged from that case under section 249 of CRPC.

6. It is the contention of the Petitioner in his Claim Statement that he had sent leave letters to the Respondent/Bank along with medical certificates for the period of his absence for duty and the Respondent/Bank after receiving the leave letters did not reject it, on the other hand, it had directed the Petitioner to appear before the Medical Board and accordingly, he appeared before the Medical Board and the Medical Board gave fitness certificate to join duty. It is his further contention that he was suffering from jaundice viral hepatitis and meningitis and has submitted medical certificate and leave letters for his absence and that his wife, father were also fell sick and he had to take care of them and on recovery from sickness he had reported for duty along with medical fitness certificate issued by the bank's Doctor and he joined duty on 12.1.89. He would further contend that when he availed leave subsequently, he had submitted representation dated 26.7.89 and 1.9.89 to the Respondent explaining the reasons for absence and

accepting the same, the Respondent allowed him to join duty on 13.9.89. But the bank, in a belated attempt and as afterthought, with a view to harass him for no fault of his, issued charge sheet dated 21.1.91. The domestic enquiry was conducted in a most unfair manner. No witness was examined on the side of the Respondent/Bank. No document was marked in the enquiry and the Enquiry Officer did not explain the procedure of the domestic enquiry and not even informed the Petitioner that he is entitled to assistance of a co-employee and thus, no enquiry in real sense was conducted by the Respondent. The Enquiry Officer had given a finding stating that all the charges framed against the Petitioner are proved without any basis or any materials on record and the findings of the Enquiry Officer is perverse without any basis and contrary to evidence on record. When none of the leave letters and medical certificates produced by the Petitioner was rejected by Respondent, the question of unauthorised absence will not arise and the Enquiry Officer has failed to note this in the enquiry. It is contended on the side of the Respondent/Management that in the domestic enquiry all the charges levelled against the Petitioner were held as proved for the misconducts of the Petitioner, he was given first charge sheet in the year 1987 and for the proved misconduct, the Disciplinary Authority took pity on the family position of the Petitioner and awarded him minor punishment of stoppage of increment for two years with the effect of postponing future increments and in the appeal filed by the Petitioner, the Appellate Authority has reduced the punishment of stoppage of increment for one year with the effect of postponing future increments. It is further contended that even after that the Petitioner was a habitual absentee to the office and though he was reminded by the Branch Manager many times by issuing memos asking him to attend the office regularly, the Petitioner did not adhere to the instructions of the bank and he was absenting himself for a long time and when he approached the bank with leave letter enclosing medical certificate, the bank directed the Petitioner to appear before the Medical Officer for verification of the certificate, but the Petitioner did not appear before the Medical Officer and even after many reminders, though he went to the Medical Officer he refused to undergo the tests suggested by the Medical Officer, then only the bank initiated steps and served notice to the Petitioner to consider his absence as voluntary termination of his employment and that on the request made by the Petitioner, he was sent to Medical Officer and based on the fitness certificate given by the Medical Officer, he was permitted to join duty after the bank reserved its rights to proceed against the Petitioner for his unauthorised absence. For this absence from duty and other two charges, a domestic enquiry was conducted and after protracted proceedings, the Petitioner has appeared before the Enquiry Officer and to the extent he has accepted all the charges framed against him. Hence, the Enquiry Officer submitted his report founding guilty of all the charges based upon the enquiry and the Disciplinary Authority who proposed the punishment of discharge from service and imposed the same after personal hearing was also confirmed by the Appellate Authority. Thus, the services of the Petitioner were terminated for a proved misconduct in a properly

constituted domestic enquiry. In support of this contention on the side of the management, 16 documents have been filed as Ex.M1 to M16. From these documents, it is evident that the Petitioner was a habitual absentee for duty and he had not reported for duty in spite of various letters were sent by Branch Manager to the Petitioner. In all those communications sent by the Branch Manager, the Petitioner was informed that his absence from duty has been considered as an unauthorised one. By a communication dated 19.8.88 the Branch Manager at Madurai Branch informed the Petitioner that his absence from duty since 13.1.88 has been observed as unauthorised absence and he has been apprised to report for duty within 30 days of the receipt of the notice and on failure to do so, he will be deemed to have voluntarily retired from service on the expiry of notice. The xerox copy of the same is Ex.M4. The Petitioner has submitted a letter dated 23.9.88 to the Branch Manager of the Respondent/Bank Madurai stating that since he was suffering from jaundice from 12.1.88 to 22.9.88 apart from the leave he applied from 12.1.88 to 3.3.88, he is now enclosing a medical certificate from 4.3.88 to 22.8.88 for sanctioning of the leave. The xerox copy of the letter is Ex.M5. The xerox copy of the medical certificates enclosed along with that letter is Ex.M6. Subsequently, when the Petitioner reported for duty he was asked by the Manager to report to the Medical Officer on 26.9.88 and the Medical Officer had asked him to undergo certain blood test and urine test and wanted him to report back to him with the test reports on the same day. But, the Petitioner has not underwent that medical test suggested by the Doctor and he has not reported back to him. This fact was conveyed by the Medical Officer by his letter dated 3.10.88 to the Branch Manager of State Bank of India, Madurai. The xerox copy of the letter is Ex.M7. Then the Branch Manager sent a letter dated 17.10.88 to the Petitioner informing him to report to the Medical Officer within seven days of the receipt of that letter and arrange to get a medical report from him. The xerox copy of that communication is Ex.M8. Subsequently, the Petitioner by a letter dated 6.1.89 informed the Branch Manager Respondent/Bank at Madurai stating that he was unwell from 12.1.88 and could not attend to duty and since he is some what better, he may be permitted to join duty. The xerox copy of that letter dated 6.1.89 is Ex.M9. Ex.M10 is the xerox copy of the medical fitness certificate dated 9.1.89 issued by the Doctor stating that the Petitioner is not suffering from any serious ailment and he is fit for resuming to duty from that day onwards. After giving various memos to the Petitioner to report for duty and to submit his explanation, the Branch Manager of the Respondent/Bank Madurai by a letter dated 5.12.89 informed the Petitioner to submit his explanation as a reply to their letter dated 27-9-89 within three days of the receipt of that letter and the same has been received by the Petitioner on 7.12.89 and has made an endorsement for the same. The xerox copy of that letter is Ex. M11. Subsequently by a letter dated 5-12-90, the Branch Manager sent another letter to the Petitioner stating that he has not so far received the explanation of the Petitioner for the letter dated 5-12-89 (Ex.M11) and directed him to submit his explanation within three days from the date of that letter. That letter also has been received and acknowledged by the Petitioner. The



xerox copy of that letter is Ex.M12. Again on 9-2-90 the Branch Manager of the Respondent/Bank Madurai has issued another letter directing the Petitioner to submit his explanation within three days since he has not submitted any explanation for the letter under Ex.M12. That letter was also received and acknowledged by the Petitioner on 9-2-90. The xerox copy of the same is Ex.M13. In spite of the receipt of the letter under Ex. M13 since the Petitioner has not submitted his explanation, another letter dated 19-2-90 was given to the Petitioner by the Branch Manager as reminder No. 3 directing the Petitioner to submit his explanation and that letter was also received and acknowledged by the Petitioner on 19-2-90. The xerox copy of that letter is Ex.M14. Since the Petitioner has not submitted his explanation, another letter dated 9-3-90 was given to the Petitioner as reminder No. 4 by the Branch Manager and the same also has been received and acknowledged by the Petitioner on 10-3-90. The xerox copy of the same is Ex.M15. Earlier by letter dated 27-9-89, the Branch Manager directed the Petitioner to submit his explanation in respect of the outside borrowings mentioned therein and his involvement in criminal case under Section 420 IPC and also his unauthorised absent for duty from 7-4-89 to 12-9-89. That letter also has been received by the Petitioner and acknowledged by him on 27-9-89 itself. The xerox copy of the same is Ex.M16. From all these documents, it is seen that the Petitioner was a habitual absentee for duty and in spite of written memos have been issued to him repeatedly by the Respondent/Bank management, he has not care to submit his explanation. From these documents, it is evident that only when he choose to report for duty after a long absence for duty, used to submit leave application with medical certificate and when the management asked him to appear before the Medical Officer for examination about his alleged ailment, he has disobeyed the direction inclusive of the Medical Officer's instruction to get himself medically tested for the alleged ailment. If really, he was actually suffering from the various ailments, and had taken treatment from Doctor, he could have immediately informed the same to the Respondent/Bank by submitting leave application on medical grounds with supporting medical certificate from the Doctor under whom he is taking treatment. Though it is his contention that he has sent so many medical leave applications, by ordinary post, he has not substantiated the same with any other acceptable evidence. It is not his version that he has sent medical certificates also as and when he sent leave applications to the Respondent/Bank on medical grounds. In the enquiry, when he was given an opportunity to establish the same, has not even chosen to examine any of the Doctor who was treated him for his ailment, when he absented for duty due to his illness. A perusal of the enquiry proceedings clearly show that at the initial stage of the enquiry proceedings, the Petitioner remained absent and dragged on the proceedings and when he ultimately appeared for the enquiry, he has not disputed about the charges levelled against him for the period of absence from duty, but he had contended that he has applied for medical leave for that absence for duty, but it has not been established by him before the Enquiry Officer. Even for the charge memo issued to him, it is seen that he has not

submitted his explanation. If really, what he says before the Enquiry Officer is correct and true, he would have submitted an explanation to that effect for the charge memo at the earliest point of time. Though it is alleged in the present Claim Statement, that domestic enquiry has not been conducted in a fair manner giving reasonable opportunity to the Petitioner, the Petitioner himself has not raised one such objection before the Enquiry Officer, the Disciplinary Authority during the personal hearing and also before the Appellate Authority. It is also not his case that he does not know that he can be represented in the domestic enquiry by one of his colleagues as his defence representative. On the other hand, there are materials available in the enquiry proceedings and other continued domestic enquiry to show that he was aware of the fact that he can avail the services of defence representative. So, all these allegations had been made in the Claim Statement for the first time only for the sake of disputing the conduct of the enquiry in support of his allegation that it is only a farce enquiry and not a fair one. Further, the allegation in the Claim Statement that the finding of the Enquiry Officer is perverse and without any basis were all incorrect. The various documents available in this case clearly go to show that the Petitioner as a charge sheeted employee apart from not furnishing his explanation for the charge memo, it is established that he has not given any explanation for the various memos issued by the Respondent/Management and from the available documentary evidence, it is seen that it is the misconduct of the Petitioner in disobeying the directions of the employer Respondent/Bank, which amounts to a gross misconduct as per the provisions of Bipartite Settlement. It is not disputed that the Petitioner remained absent as it is mentioned in the charge memo for the long period and the said absence of the Petitioner from duty has not been authorised by the Respondent/Management by sanctioning him as medical leave. From the available records, it is seen that while absented for duty during that period, the Petitioner had no leave at his credit to avail the same. It is also not his case that the leave he applied for on medical grounds have been duly sanctioned by the Respondent/Management. It is also not his case that he was never informed by the Respondent/Management to report for duty immediately by memos. On the other hand, there are ample evidence available in this case as documentary evidence on the side of the Respondent/Management, that the Respondent/Bank Branch Manager has given various memos to the Petitioner to report back for duty and to explain valid reasons for his absence for duty. That was why, the Disciplinary Authority having accepted that findings given by the Enquiry Officer and had issued an order under Ex.W3 proposing the punishment by enclosing the enquiry report. While making his representation before the Disciplinary Authority, the Petitioner/Workman has not chosen to mention that the enquiry has not been properly conducted by the Enquiry Officer and it was a **perverse** finding. On the other hand, the perusal of the entire enquiry proceedings go to show that the Petitioner as a charge sheeted employee has accepted the charges to some extent and before the Appellate Authority also he has pleaded mercy in imposing lesser punishment. So from this, it is seen that the Disciplinary Authority has imposed the

punishment on the proved misconducts of the Petitioner/Workman which are both minor and major misconducts as doing acts prejudicial to the interest of the bank, as it has found by the Enquiry Officer. The Disciplinary Authority also has mentioned the same in his order under Ex. W3 that the proved misconduct are in terms of 521(4)(e)(f) and (j) of Sastry Award r.w. 18.28 of Desai Award and hence he proposed to impose punishment of discharge from the service of the bank as provided for in para 521(5)(e) of Sastry Award read with para 18.28 of Desai Award and the said proposed punishment was imposed by the Disciplinary Authority by his subsequent order dated 9-1-93 under Ex. W4 after giving the Petitioner an opportunity of personal hearing and after consideration of his submissions in the personal hearing and the entire enquiry proceedings and findings of the Enquiry Officer. Against that when the Petitioner preferred an appeal to Appellate Authority under Ex. W5, he has just stated that the punishment imposed is unbearable and he requested for a personal hearing. In that appeal, he has not stated that he has not committed that misconducts at all or the domestic enquiry was not conducted in a fair and proper manner following the principles of natural justice. The Appellate Authority, as it is seen from Ex. W6 has considered the order passed by the Disciplinary Authority after carefully gone through the findings of the Enquiry Officer, proceedings of the enquiry, past records of the Petitioner and oral and written submissions of the Petitioner in personal hearing, had found that no valid reason to interfere with the decision of the Disciplinary Authority i.e. discharging the Petitioner from the service of the bank. From all these things, it is seen that only for the purpose of this dispute raised by the Petitioner various allegations had been made by the Petitioner against the Respondent/Management which are all not correct. The Kerala High Court in a case reported as 2001 LLR 743 BEEMAGUNJU Vs FOOD CORPORATION OF INDIA has held that "failure of a workman to report for duty, despite opportunity to join within stipulated time or explained the position to the satisfaction of the management does not preclude the management to presume that it amounts to abandonment of service by the concerned employee". It is further held in that case that "an analysis of the recent trend in the decisions of the Apex Court, it cannot be stated in absolute terms that it is mandatory to conduct domestic enquiry before taking disciplinary action against the workman proceeded against for unauthorised absence and that the circumstances would also show that the workman concerned had been put to notice regarding the same, it is not mandatory to conduct a domestic enquiry for that only purpose". Here in this case, the domestic enquiry has been conducted, before the Disciplinary Authority has imposed the punishment. So, under such circumstances, it cannot be said that the action of the management of State Bank of India in discharging the service of the workman Sri R. Manickam with effect from 9-1-93 is unjustified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

7 In the result, an Award is passed holding that the Petitioner/Workman Sri R. Manickam is not entitled to any Relief no Cost

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12<sup>th</sup> August, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : None

Exhibits marked :—

Ex.No.	Date	Description
W1	21-01-91	Xerox copy of the charge memo issued to the Petitioner
W2	Nil	Xerox copy of the enquiry proceedings
W3	03-12-92	Xerox copy of the letter of the Disciplinary Authority to the Petitioner Proposing punishment enclosing enquiry report.
W4	09-01-93	Xerox copy of the order of discharge from Service issued to Petitioner.
W5	25-02-93	Xerox copy of the appeal preferred by the Petitioner to General Manager.
W6	21-07-93	Xerox copy of the order of Appellate Authority.
W7	25-02-93	Xerox copy of the order of Judicial Magistrate, Madurai in C.C.No.81/89

For the II Party/Management :—

Ex. No.	Date	Description
M1	04-03-88	Xerox copy of the medical certificate produced by the Petitioner.
M2	01-04-88	Xerox copy of the medical certificate produced by the Petitioner.
M3	30-07-88	Xerox copy of the medical certificate produced by the Petitioner.
M4	19-08-88	Xerox copy of the letter from the Branch Manager To the Petitioner for his unauthorised absence.
M5	23-09-88	Xerox copy of the letter from Petitioner to Branch Manager.
M6	Nil	Xerox copy of the medical certificate of Petitioner.
M7	03-10-88	Xerox copy of the letter of Medical Officer to Branch Manager.
M8	17-10-88	Xerox copy of the letter from the Branch Manager to the Petitioner.
M9	06-01-89	Xerox copy of the letter from Petitioner to Branch Manager

M 10	09-01-89	Xerox copy of the medical fitness certificate Submitted by the Petitioner.
M 11	05-12-89	Xerox copy of the letter from the Branch Manager to the Petitioner.
M 12	05-02-90	Xerox copy of the letter from the Branch Manager to the Petitioner.
M 13	09-02-90	Xerox copy of the letter from the Branch Manager to the Petitioner.
M 14	19-02-90	Xerox copy of the letter from the Branch Manager to the Petitioner.
M 15	09-03-90	Xerox copy of the letter from the Branch Manager to the Petitioner.
M 16	27-09-89	Xerox copy of the letter from the Branch Manager to the Petitioner.

नई दिल्ली, 5 सितम्बर, 2002

**का.आ. 3125.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी ब्रिटिश बैंक ऑफ़ मिडल ईस्ट, (एच.एस.बी.सी.) के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी- 2/48/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-2002 को प्राप्त हुआ था।

[सं. एल-12012/275/97-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th September, 2002

**S. O. 3125.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/48/97) of the Central Government Industrial Tribunal No. II, Mumbai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of The British Bank of Middle East (HSBC) and their workman, which was received by the Central Government on 3-9-2002.

[No. L-12012/275/97-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL NO. II, MUMBAI

PRESENT

S. N. SAUNDANKAR, Presiding Officer

REFERENCE NO. CGIT-2/48 OF 1997

EMPLOYERS IN RELATION TO THE MANAGEMENT  
OF BRITISH BANK OF MIDDLE EAST

(THE HONGKONG AND SHANGHAI BANKING  
CORPORATION)

The Chief Manager,  
The British Bank of the Middle  
East (HSBC) 16, Veer Nariman Road,  
Fort, Mumbai-400023

AND

THEIR WORKMEN

Shri M.S. Lobo,  
Shiv Krupa Apartments,  
2nd Floor, Flat No. 206, 9-Zackaria  
Bunder Road, Sewri, Mumbai-400033

APPEARANCES :

FOR THE EMPLOYER : Mr. R. N. Shah  
Advocates

FOR THE WORKMEN : No Appearance.

Mumbai, Dated 13th August, 2002

#### ORDER

The Government of India, Ministry of Labour by its Order No. L-12012/275/97-IR(B-I) dated 18-9-97 in exercise of the powers conferred by clause (d) of sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of The British Bank of Middle East (HSBC) in imposing the punishment of dismissal from service on Shri Marcus S. Lobo is legal and justified? If not, to what relief the workman is entitled to?”

2. By Award Part-II dated 24-9-2001 this Tribunal held that the action of the management of British Bank of Middle East (H.S.B.C.) in imposing the punishment of dismissal from service of workman Shri M.S. Lobo is legal and justified and that Lobo is not entitled to any reliefs. The workman Lobo had challenged the same in Writ Petition No. 473 of 2002 and that Single Judge of the Hon'ble High Court, Bombay by Judgment and order dated 18-2-02 remanded the matter to the Tribunal for considering the perversity of the findings of the inquiry officer and the punishment to be imposed on the workman. Consequently this Tribunal taking the matter on board issued notices to the parties. Meanwhile, today the Learned Counsel Shri Shah for the management-bank alongwith purshis (Ex-56) filed the Judgment and order of Division Bench of Hon'ble Bombay High Court in Appeal No. 337 of 2002 in Writ Petition No. 473 of 2002 dated 23/4/02 which has set aside the order dated 18-02-02 in Writ Petition No. 473 of 2002 of dismissing that petition. In view of the Judgment of the Division Bench dated 23-4-2002 notices issued to the parties are hereby discharged.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 5 सितम्बर, 2002

अर्वाइ

का.आ. 3126.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में; केन्द्रीय सरकार वेस्टर्न रेलवे, अजमेर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अजमेर के पंचाट (संदर्भ संख्या सी.जी.आई.टी. 21/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-02 को प्राप्त हुआ था।

[सं. एल-41012/18/97-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th September, 2002

S.O. 3126.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-21/97) of the Industrial Tribunal, Ajmer now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway, Ajmer and their workman, which was received by the Central Government on 3-9-2002.

[No. L-41012/18/97-IR(B-I)]

AJAY KUMAR, Desk Officer

अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीठासीन अधिकारी : श्री राजेंद्र सिंह राठौड़, आर एच जे एस

सी जी आई टी : 21/97

[रेफरेंस नं. एल-41012/18/97-आई आर (बी-1)]

दिनांक 7-10-97

श्री भगवान पुत्र श्री रामकरण यादव,  
बाबूगढ़, कृष्णा कॉलोनी,  
मकान नं. 416/44, अजमेर

—प्रार्थी

बनाम

1. मंडल रेल प्रबंधक (संस्थापन)  
पश्चिम रेलवे, अजमेर

2. अशोक कैरिज एंड वैगन,  
पश्चिम रेलवे, अजमेर

—अप्रार्थी

स्थित: श्री एस. के. भार्गव, विद्वान  
अधिवक्ता

—प्रार्थी

श्री बी.डी. भार्गव, विद्वान अधिवक्ता

—अप्रार्थी

दिनांक : 13-8-2002

1. केन्द्र सरकार ने निम्नांकित विवाद न्याय निर्णयार्थ हेतु इस न्यायाधिकरण को प्रेषित किया :—

“आया वेस्टर्न रेलवे, अजमेर के कैरिज व वैगन सुपरिटेण्डेंट के द्वारा कर्मकार की सेवाओं को दि. 30-9-94 से समाप्त करने एवं इस कर्मकार को अस्थाई स्तर न देना कानूनन सही व उचित है ? यदि नहीं तो कर्मकार किस प्रकार राहत पाने का अधिकारी है ?

2. प्रार्थी श्रमिक ने स्टेटमेंट ऑफ क्लेम्स में दर्शाया है :—

(1) दि. 21-9-84 को अजमेर रेलवे स्टेशन पर सब्सटीट्यूट खलासी पद पर नियुक्त किया गया था। श्रमिक ने भिन्न-भिन्न चरणों में 275 दिन से अधिक कार्य किया। अप्रार्थीगण ने प्रार्थी को अस्थाई स्टेटस मंजूर किया था। अप्रार्थीगण के परिपत्र नं. आई आर टी 633/ 20 दि. 14-2-83 जारी किया था जिसके अनुसार किसी कर्मचारी ने यदि चार माह की अवधि तक कार्य कर लिया है तो उसे अस्थाई स्टेटस प्राप्त हो जाता है।

(2) अप्रार्थीगण ने बगैर किसी कारण व आधार के प्रार्थी की सेवायें 30-9-94 को समाप्त कर दीं जबकि प्रार्थी अपनी सेवा देते रहने के लिए तत्पर था ऐसे सेवा पृथक्कीकरण से पूर्व कोई विभागीय कार्यवाही नहीं की व न ही कोई नोटिस दिया तथा किसी प्रकार की क्षतिपूर्ति भी नहीं दी। इस कारण सेवामुक्ति 30-9-94 अवैध है।

(3) अप्रार्थीगण ने भेदभावपूर्ण नीति अपनाते हुए प्रार्थी के साथ जो कनिष्ठ कर्मचारी गौरीशंकर था उसे अस्थाई स्टेटस अपने पत्र 23-1-96 के द्वारा अस्थाई स्टेटस 27-9-92 से प्रदान कर दिया। प्रार्थी ने 21-9-84 से 30-9-94 तक कुल 275 दिन कार्य किया था एवं परिपत्र के अनुसार 120 दिन के बाद ही उसे अस्थाई हैसियत प्रदान कर देना चाहिए था जो अप्रार्थीगण ने नहीं दिया।

(4) सेवा समाप्ति के बाद प्रार्थी ने किसी भी प्रकार का कारोबार व कार्य नहीं किया एवं वह बेरोजगार है। अतः प्रार्थी का क्लेम मंजूर करते हुए अप्रार्थीगण के विरुद्ध आदेश पारित किया जावे कि सेवा समाप्ति की कार्यवाही 30-9-94 अवैध, शून्य व प्रभावहीन है तथा प्रार्थी को पुनः सेवा में बहाल करते हुए समस्त वेतन भत्ते लाभ परिलाभ दिलाया जावे उसकी सेवा निरंतर मानी जावे तथा एरियर व वाद खर्चा दिलाया जावे।

(5) प्रार्थी भगवान ने अपना शपथ पत्र प्रस्तुत किया है जिस पर विपक्षी द्वारा जिरह की गयी है। प्रार्थी की ओर से प्रदर्श डब.1 लगायत 5 प्रस्तुत किये गए हैं।

3. अप्रार्थीगण की ओर से क्लेम का जवाब प्रस्तुत करते हुए बताया गया है कि :—

(1) प्रार्थी का यह कहना गलत है कि 21-9-94 को उसे अजमेर रेलवे स्टेशन पर सब्सटीट्यूट खलासी के पद पर नियुक्ति दी गयी हो बल्कि उसे ऐसी कोई नियुक्ति नहीं दी गयी थी। प्रार्थी ने भिन्न-भिन्न चरणों में 275 दिन से अधिक कार्य करना कहा है परंतु उसने कोई खुलासा अथवा विवरण नहीं दिया है। अतः यह कथन मानने योग्य नहीं

है। प्रार्थी की सेवाएं नहीं की गयी थीं बल्कि नोटिस व विभागीय कार्यवाही नियमित रूप से नियुक्त कर्मचारियों पर ही की जाती है। प्रार्थी की नियुक्ति नियमित नहीं थी।

(2) श्री गौरीशंकर का प्रकरण प्रार्थी के प्रकरण से पूर्णतया भिन्न था। प्रार्थी ने इस मुद्दे को समझौता अधिकारी के समक्ष भी नहीं उठाया था। यह बात गलत है कि प्रार्थी ने 21-9-94 से 30-9-94 तक 275 दिन निरंतर कार्य किया हो बल्कि सही तथ्य यह है कि रेल विभाग में 14-7-81 के पश्चात् एवजी नियुक्तियां बंद कर दी गयी थीं। प्रार्थी ने फर्जी पीली पुस्तिका जनवरी 92 में प्रस्तुत कर उसके बाद रेल विभाग में कार्य किया। फर्जी पीली पुस्तिका में 21-9-84 से 21-3-86 तक की अवधि में 79 दिन रेल पथ निरीक्षक पश्चिम रेलवे पालनपुर के अधीन कार्य करना दर्शाया है। प्रार्थी को अस्थाई हैसियत प्रदान करते समय रेल पथ निरीक्षक, पालनपुर, के एल.एच.आई.टी.रजि. की जांच करवायी तो पाया गया कि पीली पुस्तिका में अंकित क्र. 64/84 पर तथा पूरे रजिस्टर में कहीं पर भी प्रार्थी का नाम दर्शित नहीं है। इसके अतिरिक्त जिस अवधि में प्रार्थी ने रेल पथ निरीक्षक, पालनपुर के यहां काम करना दर्शाया है उस अवधि में ई एल ए वेतन बिल की मंडल लेखा अधिकारी, अजमेर कार्यालय में जांच करने पर पाया गया कि प्रार्थी का नाम इन वेतन बिलों में नहीं है तथा इस अवधि का कोई भुगतान प्रार्थी को नहीं हुआ है। प्रार्थी ने पालनपुर में कार्य किया होता तो उस अवधि का भुगतान भी हुआ होता। प्रार्थी ने उक्त फर्जी पीली पुस्तिका प्रस्तुत कर अप्रार्थी को धोखा देकर दैनिक वेतन पर कार्य किया। अतः फर्जी पीली पुस्तिका के कारण प्रार्थी को अस्थाई हैसियत व नियमित नियुक्ति प्रदान नहीं की जा सकती है। प्रार्थी अपने स्वयं के आचरण की वजह से कोई अनुतोष प्राप्त नहीं कर सकता है। अतः उसका क्लेम मय हर्जे-खर्चे से निरस्त किया जावे।

(3) अप्रार्थी की ओर से श्री मोहन प्रसाद माधुर, वरिष्ठ अनुभाग अधिकारी मंडल लेखा कार्यालय, पश्चिम रेलवे, अजमेर तथा श्री लक्ष्मण सिंह, मुख्य लिपिक स्थापना शाखा, पश्चिम रेलवे, अजमेर ने अपने-अपने शपथ पत्र प्रस्तुत किये हैं, जिस पर प्रार्थी पक्ष द्वारा जिरह की गयी है। अप्रार्थीगण की ओर से प्रदर्श एम-1 लगायत 4 भी प्रस्तुत किये गये हैं।

(4). दोनों पक्षों की बहस सुनी गयी पत्रावली पर उपलब्ध अभिकथन व साक्ष्य का विवेचन किया गया। विवाद के न्याय निर्णायक निम्नांकित विचारण बिंदु सुसंगत होने से निर्मित किये गये :—

1. आया प्रार्थी ने रेल पथ निरीक्षक पश्चिम रेलवे, पालनपुर के अधीन 21-9-84 से 21-3-86 तक की अवधि में 79 दिन कार्य नहीं करने पर भी फर्जी रूप से पीली पुस्तिका में उसका इंद्राज कर जनवरी 92 में उक्त फर्जी पीली अजमेर पुस्तिका के आधार पर अजमेर में नियोजन प्राप्त किया? यदि हां तो जनवरी 92 से 30-9-94 के बीच की गयी सेवा पर क्या प्रभाव पड़ता है?
2. आया प्रार्थी परिपत्र 14-2-83 के परि. 14 में अस्थाई

हैसियत पाने का अधिकारी है अथवा नहीं?

3. आया प्रार्थी के मामले में सेवामुक्ति 30-9-94 से पूर्व धारा 25 एफ औद्योगिक विवाद अधि. की अनुपालना आवश्यक थी अथवा नहीं?
4. आया अन्य कर्मचारी गौरीशंकर प्रार्थी से कनिष्ठ था एवं उसे सेवा में जारी रखकर तथा प्रार्थी को सेवा से हटाकर अप्रार्थी ने धारा 25जी औद्योगिक विवाद अधि. की अवहेलना की है अथवा नहीं?
5. अनुतोष?

(5). प्रत्येक बिंदु पर हमारा निर्णय निम्नानुसार है :—

**बिंदु संख्या 1:—**प्रार्थी भगवान ने सशपथ कथन की जिरह में बताया है कि 21-9-84 को उसे सी एंड डब्ल्यू एस (कैरिज) ने भर्ती किया था जिसका कार्यालय अजमेर में है। गवाह का कहना है कि 21-9-84 से 25-3-86 तक अजमेर में कार्य करता रहा। विपक्षी के यहां कैजुअल लेबर के बतौर काम करने पर उसका इंद्राज एल टी आई रजि. में किया जाता था तथा उस रजिस्टर के क्रमांक का हवाला पीली किताब में किया जाता है। गवाह ने इस बात को स्वीकार किया है कि 21-9-84 से 25-3-86 तक अजमेर में कार्य करना दर्ज नहीं है बल्कि पालनपुर में काम करना दर्ज है। पीली किताब मुख्य रेल पथ निरीक्षक, पालनपुर द्वारा जारी की गयी है। एल टी आई रजि. के क्रमांक 64 पर उसका नाम न होकर किसी नारायणसिंह का नाम होना गवाह ने गलत बताया है। गवाह का यह भी कहना है कि उक्त अवधि में चार माह की तनख्याह पालनपुर व झांकी की तनख्याह अजमेर से मिली। उसे यह पता नहीं कि पालनपुर में कब-कब काम किया व अजमेर में कब-कब काम किया था। इस गवाह ने इस बात को गलत बताया है कि पीली किताब में गलत व फर्जी इंद्राज हैं।

इसके विपरीत अप्रार्थी के गवाह लक्ष्मण सिंह, मुख्य लिपिक स्थापना शाखा, पश्चिम रेलवे, अजमेर ने जिरह के दौरान बताया है कि प्रदर्श डब. 3 यदि पुस्तिका में इंद्राज किस व्यक्ति ने किये हैं वह नहीं बता सकता बाद में रिकार्ड मंगाया व चौक किया उसके आधार पर फर्जी इंद्राज पाये गये। अप्रार्थी के दूसरे गवाह एम. एल. माधुर ने जिरह में कहा है कि एल टी आई रजि. में इंद्राज किया है किसके हाथ के भरे हैं मैं नहीं बता सकता। सन् 84 में श्री आर. दयाल परमानेंट वे इंसपेक्टर पालनपुर थे परंतु वह उन्हें व्यक्तिगत रूप से नहीं जानता व न ही उन्हें लिखते-पढ़ते देखा है।

उक्त बयानों के साथ-साथ यदि दस्तावेजात् का अवलोकन किया जाये तो प्रदर्श डब. 3 पीली पुस्तिका है जिसमें 21-9-84 से 25-3-86 के बीच 79 दिवस तक पालनपुर में कैजुअल लेबर कार्य करने का हवाला अंकित है। इस पीली पुस्तिका में एल टी आई रजि. में क्र. 64/84 अंकित है परंतु प्रदर्श एम-2 जो पालनपुर का एल टी आई रजि. है उस पर क्र. 64 पर नारायणसिंह पुत्र कल्याणसिंह नामक कैजुअल लेबर का इंद्राज है। क्र. 63 पर शांतिलाल पुत्र सोहनदास का इंद्राज प्रदर्श एम-3 द्वारा मिलता है। प्रार्थी को अस्थाई हैसियत प्रदान करते

समय रेल पथ निरीक्षक, पालनपुर के एल टी आई रजि. की जांच कराने पर यह पाया गया कि पीली डायरी में बताये 64/84 तथा पूरे रजिस्टर में कहीं पर भी प्रार्थी का नाम नहीं दर्शाया गया है। पालनपुर में कार्य करने की अवधि के बिलों की जांच करने पर यह पाया गया कि कर्मचारी का नाम उक्त बिल में नहीं है व इस अवधि का उसे भुगतान नहीं हुआ है। इस आशय की रिपोर्ट एम-4 है।

अब इस पारस्परिक विरोधाभासी एवं विसंगतिपूर्ण स्थिति का न्यायिक आकलन प्राकृतिक न्याय के सिद्धांतों को दृष्टिगत रखकर करना उचित होगा। प्रार्थी श्रमिक भगवान ने अपने क्लेम में तथा शपथ पत्र में कहीं पर भी यह नहीं दर्शाया है कि उसने 21-9-84 से 25-3-86 तक रेल पथ निरीक्षक, पालनपुर के यहां कार्य किया तथा इस अवधि का भुगतान उसे पालनपुर कार्यालय द्वारा किया गया। प्रार्थी ने तो केवल 14-1-92 के पश्चात् से सवारी व माल अधीक्षक, अजमेर के अधीन कार्य करने तथा रेल सेवा में कुल 275 दिन से अधिक कार्य कर लेने की बात कही है। अपने शपथ कथन में गवाह ने 21-9-84 से 25-3-86 तक अजमेर में ही कार्यरत रहना बताया है तथा यह भी कहा है कि 21-9-84 को सी एंड डब.एस. (कैरिज) ने उसे भर्ती किया था। जिरह में इस गवाह ने कथन किया है कि चार माह की तनखाह पालनपुर से व बाकी अजमेर से मिली थीं परंतु उसे ध्यान नहीं है कि कब-कब उसने पालनपुर काम किया कब-कब अजमेर में काम किया था। श्रमिक भगवान ने बताया है कि पालनपुर में रेलगाड़ी का काम किया था। इस प्रकार गवाह अपनी प्रथम नियुक्ति 21-9-84 को सी एंड डब.एस. (कैरिज) के द्वारा करना कहता है जबकि प्रदर्श डब. 3 पीली पुस्तिका में प्रथम नियुक्ति मुख्य रेल पथ निरीक्षक, पालनपुर द्वारा करना अंकित है। अतः दो अलग-अलग विभाग अर्थात् (1) मुख्य रेल पथ निरीक्षक, पालनपुर तथा (2) सवारी व माल अधीक्षक, अजमेर के अलग-अलग कार्यालय हैं। यदि प्रार्थी की प्रथम नियुक्ति 21-9-84 को सवारी व माल अधीक्षक, अजमेर द्वारा की गयी होती तो निश्चित तौर पर उसका इंड्राज पीली पुस्तिका प्रदर्श डब. 3 में होता। इस कारण प्रार्थी का उक्त कथन सर्वथा गलत व झूठा है कि 21-9-84 को उसकी नियुक्ति सी एंड डब. एस. (कैरिज) द्वारा की गयी थी। इसके साथ ही प्रार्थी अपने समस्त कार्यकाल 21-9-84 से 25-3-86 जो लगभग डेढ़ वर्ष का है, अजमेर में ही खलासी के रूप में पूरा करना कहता है जबकि प्रदर्श डब. 3 में उक्त अवधि में वह अजमेर में कार्यरत न होकर मुख्य रेल पथ निरीक्षक, पालनपुर के यहां करने का इंड्राज है। यह मानने योग्य नहीं है कि कोई श्रमिक डेढ़ वर्ष तक पालनपुर में कार्य करे तब भी उसे उस कार्यालय का नाम तथा किये गये कार्य की प्रकृति तक का भी ध्यान नहीं रहे। पीली पुस्तिका प्रदर्श डब. 3 में पालनपुर के उक्त कार्यकाल के इंड्राज गलत व फर्जी होने का प्रथम संकेत प्रार्थी के उक्त कथन व साक्ष्य से मिल जाता है। दूसरे संकेत के तौर पर देखे तो एल टी आई रजि. पालनपुर में क्र. 64/84 पर नारायणसिंह नामक व्यक्ति का इंड्राज है जिस पर प्रदर्श एम-2 से स्पष्ट है। क्र. 63/84 पर शांतिलाल का इंड्राज प्रदर्श एम-3 से स्पष्ट है। साथ ही प्रदर्श एम-4 रिपोर्ट से भी इस बात का संकेत मिलता है कि पूरे एल टी आई रजि. में कहीं पर भी प्रार्थी के नाम का इंड्राज नहीं है व न ही किसी बिल में प्रार्थी को उक्त अवधि का भुगतान करना पाया गया है। ऐसी सूरत में हमारे समक्ष यह मानने का प्रबल

कारण है कि प्रदर्श डब. 3 पीली पुस्तिका में 21-9-84 से 26-3-86 तक के इंड्राज गलत व झूठे हैं।

प्रदर्श डब. 3 के अवलोकन से यह स्पष्ट होता है कि 14-1-92 के पश्चात् से 30-9-94 तक प्रार्थी ने सरकारी व माल अधीक्षक, अजमेर के अधीन मैनुअल लेबर के रूप में कार्य किया। प्रार्थी ने समझौता अधिकारी के समक्ष परिवाद प्रदर्श डब. 2 पेश किया था उसमें केवल इसी अवधि अर्थात् 14-1-92 से 30-9-94 के बीच 196 दिवस तक कार्य करने का ही हवाला अंकित किया है। उसका कहना है कि अप्रार्थी के परिपत्र 17-2-83 के अनुसार चूँकि उसने चार माह की सेवा से अधिक कार्य कर लिया था अतः उसे अस्थाई स्टेटस प्रदान किया जाना चाहिए था। इसके विपरीत अप्रार्थी ने पीली पुस्तिका प्रदर्श डब. 3 के संबंध में इंडियन रेलवे एस्टेब्लिशमेंट मैनुअल के अनुच्छेद 2513 के अनेक्सचर-1 में अंकित नोट सं. 4 व 7 का हवाला देते हुए बताया है कि प्रार्थी ने चूँकि मिथ्या इंड्राज के आधार पर 14-1-92 से पुनः नियोजन प्राप्त किया। अतः वह अपने दुष्कृत्य के लिए स्वयं ही जिम्मेदार है। अनेक्सचर-1 के नोट सं. 4 में यह अंकित है कि पीली पुस्तिका हर नये नियोजन के पूर्व प्रस्तुत करनी आवश्यक होती है। उक्त नोटिस के क्र. सं. 7 पर अंकित है कि पीली पुस्तिका का किसी भी प्रकार से दुरुपयोग श्रमिक को किसी भी प्रकार की रेल सेवा से डिस्क्वालीफाई कर देगा। मौजूदा मामले में भी 14-1-92 से जो सवारी व माल अधीक्षक, अजमेर के यहां पुर्ननियोजन प्राप्त किया गया है, वह पीली पुस्तिका प्रदर्श डब. 3 प्रस्तुत करने पर भी किया जा सकता था जैसा कि अनुच्छेद 2513 के अनेक्सचर-1 के नोट सं. 4 में अंकित है। अप्रार्थी का यह मुख्य तर्क है कि जब पीली पुस्तिका में 21-9-84 से 25-3-86 तक इंड्राज फर्जी पाये गये हैं तब ऐसे फर्जी इंड्राज के आधार पर प्रार्थी ने जो पुर्ननियोजन 14-9-92 को प्राप्त कर लिया है। "अभिनिशियो" उसे रेल सेवा में किसी भी प्रकार के नियोजन को प्राप्त करने के लिए डिस्क्वालीफाई कर देता है तथा ऐसे डिस्क्वालीफिकेशन के होते हुए 14-1-92 से 30-9-94 की अवधि का कार्य किसी भी रूप में प्रार्थी को कोई अधिकार प्राप्त करने से वंचित कर देता है। हमारे विनम्र मत में अप्रार्थी का उक्त तर्क मानने योग्य ठहरता है क्योंकि जैसा कि हम निष्कर्षित कर चुके हैं कि प्रदर्श डब. 3 में पालनपुर कार्य अवधि के इंड्राज गलत है व झूठे होने से ऐसी पीली पुस्तिका के आधार पर पुर्ननियोजन प्राप्त करना स्वतः ही प्रार्थी को डिस्क्वालीफाई कर देता है।

अतः बिंदु सं. 1 उपर्युक्तानुसार तय किया जाता है।

**बिंदु संख्या 2 :**—प्रार्थी ने 14-1-92 से 30-9-94 के बीच सवारी व माल अधीक्षक, अजमेर के यहां 196 दिन कार्य किया है। रेलवे के परिपत्र प्रदर्श डब. 1 के अंतर्गत दिये गये निर्देशों के परिप्रेक्ष्य में वह अस्थाई हैसियत प्राप्त करने का अधिकारी अवश्य होता परंतु तथ्य प्रदर्श एम-4 में भी साफतौर पर उभरकर आया है कि प्रार्थी का नाम पालनपुर के एल टी आई रजि. में कहीं पर भी दर्ज नहीं है तथा उक्त अवधि के बिलों में भी उसे किसी प्रकार का कोई भुगतान किया जाना नहीं पाया गया है। अतः फर्जी तौर पर तैयार की गयी पीली पुस्तिका एवं उसके आधार पर 14-1-92 को पुर्ननियोजन प्राप्त करने का दुष्कृत्य प्रार्थी को अस्थाई हैसियत प्राप्त करने में पूर्ण बाध्यक माना जाता है।

दिनांक 14-1-92 को जब प्रार्थी पुनर्नियोजन प्राप्त करने के लिए ही डिस्क्वालीफाई था तो उसके द्वारा 196 दिन कार्य कर लेने मात्र से उसे अस्थाई हैसियत दिये जाने का कोई आधार नहीं रहता है। अतः बिंदु सं. 2 प्रार्थी के विरुद्ध तय किया जाता है।

**बिंदु संख्या 3 :**—प्रदर्श डब. 3 के अवलोकन से यह स्पष्ट है कि 3-9-94 के बारह माह पूर्व प्रार्थी ने 15-12-93 से 26-12-93 तक 12 दिन व 15-7-94 से 30-9-04 तक 78 दिन इस प्रकार कुल 90 दिन ही कार्य किया था। ऐसी दशा में धारा 25एफ के प्रावधान आकर्षित नहीं होते हैं। अतः बिंदु सं. 3 प्रार्थी के विरुद्ध तय किया जाता है।

**बिंदु संख्या 4 :**—गौरीशंकर का प्रार्थी से कनिष्ठ होने का कोई प्रमाण नहीं है साथ ही 23-6-96 का आदेश है जिसके अनुसार उक्त कर्मचारी की उपस्थिति व अनुपस्थिति को देखने पर यह पाया गया था कि उसने चार महीने तक लगातार कार्य किया है व अस्थाई हैसियत पाने का हकदार है उक्त आदेश में गौरीशंकर की प्रथम नियुक्ति 4-5-81 को होना अंकित है एवं इसे 27-9-92 से ही अस्थाई हैसियत प्रदान की गयी है। हमारे समक्ष ऐसा कोई प्रमाण नहीं है कि प्रार्थी व गौरीशंकर के केस में समानता हो, ऐसी परिस्थिति में बिंदु सं. 4 का निस्तारण भी प्रार्थी के विरुद्ध तय किया जाता है।

#### आदेश

**अनुतोष :**—अप्रार्थी दि. 30-9-94 से सेवामुक्ति किया जाना अवैधानिक व अनुचित नहीं मानी जा सकती तथा उसे अस्थाई हैसियत प्रदान न करने का कृत्य भी अनुचित करार नहीं दिया जा सकता। अतः प्रार्थी का स्टेटमेंट ऑफ क्लेम खारिज किया जाता है।

राजेंद्र सिंह राठौड़, न्यायाधीश

नई दिल्ली, 18 सितम्बर, 2002

**का.आ. 3127.**—गोदी कर्मकार (सुरक्षा, स्वास्थ्य एवं कल्याण) अधिनियम, 1986 (1986 का 54) की धारा 9 और गोदी कर्मकार (सुरक्षा, स्वास्थ्य एवं कल्याण) नियम, 1990 के नियम 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्रम मंत्रालय की दिनांक 21 जनवरी, 2002 की अधिसूचना संख्या का.आ. 89(ई) में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, क्रमांक 3 तथा इससे संबंधित प्रविष्टियों के लिए, निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात्:—

“3. श्री ए. के. भल्ला, सदस्य  
निदेशक (पी एच आर डी),  
भारत सरकार,  
जहाजरानी मंत्रालय,  
परिवहन मंत्रालय,  
परिवहन भवन, नई दिल्ली।”

[ फा. सं. एस-17025/2/93-आई.एस. एच.-II ]

के. के. मरवाहा, उप सचिव

**टिप्पणी :** मुख्य आदेश भारत के राजपत्र, भाग-II, खण्ड-3, उप खण्ड (ii) दिनांक 21-01-2002 की अधिसूचना का.आ. 89 (ई) के रूप में प्रकाशित किया गया था।

New Delhi, the 18th September, 2002

**S.O. 3127.**—In exercise of the powers conferred by Section 9 of the Dock Workers (Safety, Health & Welfare) Act, 1986 (54 of 1986) and rule 9 of the Dock Workers (Safety, Health and Welfare) Rules, 1990, the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour S.O. No. 89(E) dated 21st January, 2002, namely :—

In the said notification, for serial number 3 and entries relating thereto, the following shall be substituted, namely:—

“3. Shri A.K. Bhalla, Member,  
Director (PHRD),  
Government of India,  
Ministry of Shipping,  
Transport Bhavan, New Delhi.”

[File No. S-17025/2/93-ISH-II]

K.K. MARWAHA, Dy. Secy.

**Note :** The Principal order was published vide Notification S.O. No. 89(E) dated 21-01-2002 in the Gazette of India, Part-II, Section 3, Sub-Section (ii) dated 21-01-2002.

